

# Demolition Specification

## Ramada Hotel (former Thunderbird) Bloomington, Minnesota



*Prepared for:*  
**The Port Authority of the  
City of Bloomington**

1800 West Old Shakopee Road  
Bloomington, Minnesota 55431



*Prepared by:*

**WENCK Construction, Inc.**  
7500 Olson Memorial Highway  
Golden Valley, MN 55427  
Phone: 7963-252-6800  
[www.wenck.com](http://www.wenck.com)

**SECTION 00001**

**PROFESSIONAL CERTIFICATIONS**

**PART 1 - GENERAL**

**1.01 REGISTERED ENGINEER OF RECORD**

- A. I hereby certify that this document, plan, specification, or report was prepared by me or under my direct supervision and that I am a duly registered Engineer under the laws of the State of Minnesota.

Date: 7/21/16

Signature: Todd Christopherson

**Todd Christopherson, P. E.**  
**Minnesota License #18254**

**1.02 ASBESTOS PROJECT DESIGNER**

- A. I hereby certify that this document, plan, specification, or report was prepared by me or under my direct supervision and that I am a duly registered Asbestos Project Designer under the laws of the State of Minnesota.

Date: 7/21/16

Signature: Greg Kruse

**Greg Kruse**  
**MDH Asbestos Project Designer #AD184**

**1.03 CITY ENGINEER APPROVAL**

Date: 7-21-16

Signature: Shelly Hauer

**PART 2: PRODUCTS [NOT USED]**

**PART 3: EXECUTION [NOT USED]**

\*\*\*END OF SECTION\*\*\*

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### **Note:**

*City of Bloomington Standard Specification for Construction* are incorporated into the contract documents but are not attached. They are available upon request and located on the City of Bloomington website: [www.bloomingtonmn.gov/sites/default/files/standard\\_spec.pdf](http://www.bloomingtonmn.gov/sites/default/files/standard_spec.pdf).

\*\*\*END OF SECTION\*\*\*



**SECTION 00003**  
**PROJECT DIRECTORY**

**PART 1 - GENERAL**

**1.01 Owner**

- A. The Owner:
  - 1. The Port Authority of the City of Bloomington  
1800 West Old Shakopee Road  
Bloomington, MN 55431
- B. Contact: Jen Desrude, P.E.
  - 1. Email: jdesrude@bloomingtonmn.gov
  - 2. Office #: 952-563-4862
  - 3. Fax #: 952-563-4868

**1.02 PROJECT DESIGNER/CONSULTANT**

- A. The Consultant:
  - 1. Wenck Construction, Inc.  
7500 Olson Memorial Highway, Suite 300  
Golden Valley, MN 55427
- B. Contact: Erik Sundbo
  - 1. Email: esundbo@wenck.com
  - 2. Office #: 763-479-4200
  - 3. Cell #: 612-709-3111
- C. Contact: Todd Christopherson, P.E.
  - 4. Email: tchristopherson@wenck.com
  - 5. Office #: 763-252-6800
  - 6. Cell #: 651-900-2307

**1.03 Contractor**

- A. The Contractor:
  - 1. To Be Determined
- B. Contact:
  - 1. To Be Determined

**PART 2: PRODUCTS [NOT USED]**

**PART 3: EXECUTION [NOT USED]**

\*\*\*END OF SECTION\*\*\*

## SECTION 00020

### ADVERTISEMENT FOR BIDS

Owner: The Port Authority of the City of Bloomington  
Project: Ramada Hotel Demolition Project (located at 2300 American Boulevard East)  
Class of Work: Demolition, including Asbestos and Regulated Materials Removal and Disposal, and Site Restoration.  
Bids Close: **Thursday, August 11<sup>th</sup>, 2016 at 2:00 p.m.**

#### PART 1 - GENERAL

##### 1.01 NOTICE TO CONTRACTORS

- A. Sealed Bid Proposals for work indicated above will be received at the office of the City Engineer, 1700 West 98<sup>th</sup> Street, Bloomington, Minnesota, 55431, **until 2:00 p.m. on Thursday, August 11<sup>th</sup>, 2016**, after which time such bids will be publicly opened and read aloud in the South Conference Room at 1700 West 98<sup>th</sup> Street.

The work, in accordance with Plans and Specifications prepared by Wenck Construction, Inc., 7500 Olson Memorial Highway, Suite 300, Golden Valley, Minnesota 55427, consists of all labor, materials, tools, permits, bonds, machinery, equipment, and services including utility and transportation services necessary for the following:

1. Comprehensive 24-hour security, including staff or subcontracted security forces to be present on-site full-time during off-shift periods.
2. All applicable permits as necessary to conduct the Work.
3. Complete removal and disposal of all identified friable and Category II non-friable asbestos-containing materials (ACM) as detailed in the Survey Report and this Specification (the ACM Work). Landfill approved Category I non-friable ACM may be allowed to remain in place at the time of demolition following review and approval of the Contractors submittal request detailing regulatory agency compliance and landfill pre-approval of Category I ACM acceptance. Category II non-friable ACM that is not expected to become friable during demolition may be considered to remain in place at the time of demolition following review and approval of the Contractors submittal request detailing regulatory agency compliance and landfill pre-approval of Category II ACM acceptance.
4. Elevator decommission and removal in accordance with Minn. R. 1307.0090.
5. Well and boring sealing and reporting in accordance with MDH 4725.3850-3875.
6. All private and public utility locates and all necessary disconnects and abandonments including electrical, sanitary, and water service.
7. Aggregate backfill and compaction to grade.
8. Demolition and disposal/recycling of all buildings, pavements, landscaping, including all designated security fencing at the time of project completion.
9. Stabilization of all excavation areas, including approved mulch or equivalent erosion protection.
10. Topsoil and seeding and completion of site stabilization during the Spring of 2017.
11. Traffic signal and signage modifications and curb and sidewalk removal and installation.

- B. **A pre-bid meeting and site tour will be conducted at the Ramada Hotel Building located at 2300 American Boulevard East on July 25<sup>th</sup>, August 1<sup>st</sup>, and August**

**5<sup>th</sup> at 10:00 a.m.** Attendance and sign-in at any one of the three available pre-bid meetings is required (**mandatory**) for each primary Bidder. Subcontractor attendance is strongly recommended but not mandatory. Bidders may attend additional non-mandatory site tours at their convenience and discretion. Site availability will begin at 10:00 a.m. with a formal tour. Following the tour, the Site will be available for contractor review until 4:30 p.m.

- C. Each bid proposal shall be accompanied by a "Bid Guarantee" (Bid Bond) in the form of a certified check made payable to the "Port Authority of the City of Bloomington" (OWNER) in the amount not less than five percent (5%) of the total bid, or a surety bond in the same amount, running to the OWNER, with the surety company thereon duly authorized to do business in the State of Minnesota. Such "Bid Guarantee" to be a guarantee that the bidder will not, without the consent of the OWNER, withdraw their bid, and, if awarded a contract, will enter into a contract with the Port Authority of the City of Bloomington; and the amount of the certified check will be retained or the bond enforced by the OWNER in case the bidder fails to do so. All bid securities except those of the three lowest bidders will be returned within five days after the opening of bids.
- D. Bid Proposals shall be submitted on forms furnished for that purpose. Bids shall be submitted in sealed envelopes with the following clearly inscribed on the outside: "Bid Proposal for: Ramada Hotel Demolition Project".

No bidder shall withdraw their bid, without the consent of the OWNER. The OWNER, however, reserves the right to reject any or all bids and to wave any minor irregularities, informalities or discrepancies. A work history detailing qualifications and past experience must be provided upon request.

- E. Plans and specifications are on file for inspection at the City of Bloomington Public Works office located at 1700 West 98<sup>th</sup> Street, Bloomington, Minnesota; and the office of Wenck Construction, Inc., 7500 Olson Memorial Highway, Golden Valley, Minnesota. The Bidder is responsible to obtain all documents related to their scope of work. No adjustments will be made to bids, or subcontract amounts, due to bidder obtaining partial sets of documents. Plan sets are available for purchase at the Wenck office per the information listed in Item G below.
- F. Project documents are available at the City web site address: [www.bloomingtonmn.gov](http://www.bloomingtonmn.gov), Keyword "Construction Bidding." The complete set of digital documents is available for downloading at no cost using the City e-gram site. Users will need a ConneX account to access the City e-gram site. Sign up or log in at: <http://connex.mn.uccs.com/>. For technical help related to ConneX, please call 612-568-8227.
- G. Bidders desiring Plans and Specifications may secure a complete set from:  
  
Wenck Construction, Inc.  
7500 Olson Memorial Highway, Suite 300  
Golden Valley, Minnesota 55427  
Telephone: (763) 252-6800
- H. Non-refundable deposits in the form of a check shall be made payable to "Wenck Construction, Inc.". The deposit shall be in the amount of \$125.00 per set.
- I. The City of Bloomington and the Port Authority hereby notify all bidders that businesses owned and controlled by minorities or women will be afforded maximum feasible opportunity to submit bids and/or proposals and will not be subjected to discrimination

on the basis of race, color, sex, age, religion, ancestry, handicap, public assistance, marital or national origin.

- J. The City of Bloomington and the Port Authority do not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its services, programs, or activities. Upon request, accommodation will be provided to allow individuals with disabilities to participate in all City of Bloomington services, programs, and activities. Upon request, the City and the Port Authority will attempt to accommodate special needs for this information.

PART 2: PRODUCTS [NOT USED]

PART 3: EXECUTION [NOT USED]

/s/ Shelly A. Hanson  
City Engineer  
Department of Public Works

Publish: July 21, 28, and August 4  
Three Affidavits of Publication

\*\*\*END OF SECTION\*\*\*

## SECTION 00100

### INFORMATION AVAILABLE TO BIDDERS

Owner: The Port Authority of the City of Bloomington  
Project: Ramada Hotel Demolition Project (located at 2300 American Boulevard East)  
Class of Work: Demolition, including Asbestos and Regulated Materials Removal and Disposal, and Site Restoration.  
Bids Close: **Thursday, August 11<sup>th</sup>, 2016 at 2:00 p.m.**

#### PART 1 - GENERAL

##### 1.01 INFORMATION AVAILABLE TO BIDDERS

- A. The attached Specifications and a complete set of forms are furnished for the convenience of Bidders. In submitting a Bid Proposal, bidders shall comply with the following instructions that shall control as to the submission of bids.

##### 1.02 DATE OF RECEIVING BIDS

- A. Sealed bids will be received by the Owner, up to the date and hour, and at the location as specified in Section 00020 Advertisement for Bids. Bids received after the time specified will be returned unopened.

##### 1.03 EXAMINATION OF PLANS, SPECIFICATIONS AND SITE

- A. Project documents are available as specified in Section 00020 Advertisement for Bids. Bidders must use complete sets of Plans, Specifications, Special Provisions, and Contract Documents in preparing their bids. The Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of these documents. In making copies of these documents available, the Owner does not confer a license or grant permission for any other use of the documents other than for the purpose of obtaining bids on the work.
- B. Bidders must familiarize themselves with all ordinances and statutes pertaining to public improvements, and examine and determine for themselves the location and nature of the proposed work, and the amount and character of the labor and materials required therefore, and the difficulties which may be encountered.

##### 1.04 DELIVERY OF BID

- A. Bids shall be submitted on the Bid Proposal Form furnished by the Owner. The Contractor must submit a *Responsible Contractor Verification and Certificate of Compliance* and a *Port Authority Contractor Information Sheet*. Insufficient, inaccurate, or lack of pertinent information on this sheet may be deemed sufficient cause for disqualification. The bid must be submitted in a sealed envelope plainly marked as to the Title of Project and date of bid opening.
- B. Each bid must contain the full name or names and post office address of the bidder or bidders, and any person signing any bid as agent of another or of a firm, must furnish legal evidence of authority to do so.

- C. More than one bid from an individual, firm, partnership, or corporation under the same or different names will not be considered. Evidence that any bidder has submitted more than one bid as the prime contractor for the same work will cause rejection of all such bids. Collusion between the bidders will be considered sufficient cause for the rejection of all bids so affected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders, or submitting a direct bid.
- D. Failure on the part of any bidder to carry out previous contracts satisfactorily or bidder's lack of experience or equipment necessary for the satisfactory completion of the project may be deemed sufficient cause for disqualification.
- E. Unless otherwise specifically provided in the specifications for the improvement, bids must be made upon each and every item on the blank Bid Proposal Form.
- F. Telegraphic or emailed bids will not be considered. Modifications to bids already submitted will be allowed if received prior to the time specified in Section 00020 Advertisement for Bids. Modifications must be submitted as such and must not reveal the total amount of either the original or revised bids.
- G. Whenever alternate bids are called for, specifying the use of several different classes of materials or types of improvement for the same work, all bidders are requested to submit prices for use of each of the several classes of materials or types of improvement as specified. The material to be used or the type of improvement to be adopted will be selected by the Owner after the bids have been opened and read.

#### 1.05 BASIS OF AWARD

- A. The Owner intends to award a contract to the those Bidders whose proposals are deemed to be most advantageous, based on an evaluation of Bidder qualifications, bid price, proposed systems, materials, and equipment, schedule, and other factors relevant to the performance of the work. The Owner, however, reserves the right to reject any or all bids and to waive any minor irregularities, informalities or discrepancies. Owner's consideration and potential selection of any Alternate items will only be made after award to the lowest responsible Bidder based on the Lump Sum Base Bid Total. The Owner, however, reserves the right to reject any or all bids and to waive any minor irregularities, informalities, or discrepancies.
- B. Without limiting the generality of the foregoing, any Proposal which is incomplete, obscure, or irregular may be rejected; any Proposal having erasures or corrections in the price sheet may be rejected; any Proposal which omits a bid on any one or more items in the price sheet may be rejected; any Proposal in which subtotal prices are obviously unbalanced may be rejected; any Proposal accompanied by an insufficient or irregular bid bond may be rejected; any Proposal which omits acknowledgement of the receipt of addenda may be rejected.

#### 1.06 QUALIFICATIONS OF BIDDER

- A. The Owner may make such investigations as they deem necessary to determine the ability of Bidder to perform work, and Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete work contemplated therein. Conditional bids will not be accepted. If requested, Bidders must present satisfactory evidence that they are

familiar with the class of work specified, and that they are provided with the necessary capital, tools, machinery and other equipment necessary to conduct the work and complete the improvement within the time specified in the Proposal, in a good and workmanlike manner and to the entire satisfaction of the Owner and Consultant.

- B. The Bidder is fully responsible to the Owner for the acts and omissions of Bidder's employees and any of the Bidder's proposed subcontractors.
- C. Before any subcontractor may commence work, the successful Bidder must file with the Owner all satisfactory certificates, in duplicate, from the involved insurance companies, showing insurance coverage to the same extent and the amounts as required by the successful Bidder.
- D. Neither the Bidder nor any subcontractor will be permitted to commence work until authorization by the Owner and/or the Consultant to proceed is received in writing by the Bidder.

#### 1.07 NONCOLLUSION STATEMENT

- A. The Bidder hereby affirms that he or she is the Bidder, a partner of the Bidder, or an officer or employee of the bidding corporation with authority to sign on its behalf. The Bidder also affirms that the attached bid has been compiled independently and without collusion or agreement or understanding with any other vendor. The Bidder also affirms that the content of this bid has not been communicated by the bidder or its agents to any person not an employee or agent of the Bidder.

#### 1.08 RESPONSIBLE CONTRACTOR

- A. In accordance with Minnesota Statutes §16C.285, Bidders are hereby advised that the Owner cannot award a construction contract in excess of \$50,000 unless the contractor is a "responsible contractor" as defined in Minnesota Statutes §16C.285, subdivision 3. A bidder submitted a Proposal for this Project must verify that it meets the minimum criteria specified in Minnesota Statutes §16C.285, subdivision 3, by completing the *Responsible Contractor Certificate* within this Proposal. Statements in the certificate must be certified by a company officer. Bidders are responsible for obtaining verifications of compliance from all subcontractors, using a form provided by the Owner. A bidder must submit to the Owner, upon request, copies of the signed verifications of compliance from all subcontractors of any tier pursuant to Minnesota Statutes §16C.285, subdivision 3, clause 7.
- B. A Bidder or Subcontractor who does not meet the minimum criteria established in Minnesota Statutes §16C.285, subdivision 3, or who fails to verify compliance with the minimum requirements, will not be a "responsible contractor" and will be ineligible to be awarded the Contractor for this Project or to work on this Project. Bidders and subcontractors are also advised that making a false statement verifying compliance with any of the minimum criteria will render the Bidder and Subcontractor ineligible to be awarded a construction contract for this Project and may result in the termination of a contract awarded to a Bidder or Subcontractor that makes a false statement.

#### 1.09 DETERMINATION OF APPROVED EQUALS AS TO EQUIPMENT AND MATERIALS

- A. Certain types of equipment and kinds of material are described in the Project Specifications by means of trade names and catalog numbers and/or manufacturers' names. In each instance where this occurs, it is not intended to exclude from

consideration such types of equipment and kinds of material bearing other trade names, catalog numbers and/or manufacturers' names, capable of accomplishing the purpose of the types of equipment and kinds of material specifically indicated. Such types of equipment and kinds of material will be acceptable to the Owner if equivalence can be determined.

- B. Any types of equipment or kinds of material the Bidder proposes to use that are different than those specifically indicated in the Plans and Specifications are, by definition, substitutions and must be approved in writing and be agreed upon by the Owner. In general, substitutions by the Bidder should only be proposed where the Bidder can provide a product that can meet the specified purpose and that equals or exceeds the specified quality, at a reduced cost to the Owner, for which a Change Order can be written to pass the savings to the Owner. However, no determinations regarding substitutions will be made until after Notice of Award, and the Bidder should base their bid on the exact equipment that is specified.

#### 1.010 ALTERNATES

- A. An Alternate is an amount proposed by Bidders and stated on the Bid Proposal for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems, or installation methods described in the Contract Documents. The cost or credit for each Alternate is the net addition to or deduction from the Contract Sum to incorporate the Alternate into the Work. No other adjustments are made to the Contract Sum. Immediately following the award of the Contract, Owner will notify Bidder, in writing, of the status of each Alternate and will indicate whether Alternates have been accepted, rejected, or deferred for later consideration. Bidder shall complete accepted Alternates under the same conditions as other Work of this Contract. Specifications sections will contain requirements for materials necessary to perform the Work described under each Alternate.

#### 1.011 ADDENDA

- A. No oral interpretation will be made to any Bidder as to the meaning of the Project Specification or of the Plans incorporated therein by reference or otherwise. Every request for such an interpretation shall be made in writing via email to the Consultant:

Wenck Construction, Inc.  
7500 Olson Memorial Highway, Suite 300  
Golden Valley, Minnesota 55427  
Contact: Todd Christopherson  
Email: tchristopherson@wenck.com

- B. Any inquiry received six (6) or more calendar days prior to time for opening of bids will be considered. Every interpretation by the Consultant shall be in the form of an addendum that will be filed at the City of Bloomington and at the aforesaid Wenck office at least three (3) calendar days before the date for opening bids, except an addendum withdrawing the request for bids or one which includes a postponement of the date for receipt of bids. In addition such addenda will be mailed, either electronically or conventionally, to all those procuring a set of plans and specifications, but it shall be **the Bidder's responsibility to make inquiry as to the addenda issued**, and all bids shall be considered and the contract let to the successful Bidder upon the basis of all such addenda whether or not in fact received by the Bidders.



- C. No substitutions will be considered prior to receipt of the bids unless written request for approval has been received by the Consultant at least four (4) days prior to the time of receipt of the bids. Such requests must include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. The Owner's decision for approval or disapproval of a proposed substitution will be final. If approval of a substitution is made prior to receipt of bids, such approval will be set forth in an addendum.

#### 1.012 PRE-BID MEETING

- A. A pre-bid meeting and Site tour will be conducted on July 25<sup>th</sup>, August 1<sup>st</sup>, and August 5<sup>th</sup> at the Site, beginning at 10:00 a.m. Bidders are expected to sign-in prior to the Bid Tour. Following the Bid Tour, the Site will be available for review until 4:30 p.m. Attendance for primary Bidders is mandatory at one (1) of the three (3) available pre-bid tours. Subcontractor attendance is strongly recommended but not mandatory.

#### 1.13 PRE-CONSTRUCTION CONFERENCE

- A. Following award of contracts and prior to starting construction, a Pre-Construction Conference will be held with representatives of the Owner and Consultant. The successful Bidder shall have a responsible person present with authority to represent the successful Bidder in all matters and materials relative to scheduling, coordination of trades, safety procedures, etc.

#### 1.14 CONTRACT DOCUMENTS

- A. The "Contract Documents" consist of the following:
  - 1. Advertisement for Bids
  - 2. Information Available to Bidders
  - 3. Bid Proposal Form
  - 4. Bid Bond
  - 5. Contract Agreement
  - 6. Affidavit of Authority and Non-Collusion
  - 7. Notice of Award
  - 8. Notice to Proceed
  - 9. Payment Request Form
  - 10. Change Order
  - 11. Payment and Performance Bond
  - 12. Technical Specifications and Plans for the project.

#### 1.15 EXECUTION OF CONTRACT

- A. The acceptance of the Bid Proposal will be by a notice in writing signed by a duly authorized representative of the OWNER. The acceptance of the Bid Proposal shall bind the successful Bidder to execute the Contract within ten (10) days. The rights and obligations provided for in the Contract shall become effective upon the parties only with its formal execution by the Owner.
- B. The Owner's acceptance of the Bid Proposal will be given by a "Notice of Award" letter, which will specify that the successful Bidder execute the Contract and submit the required affidavits, certificates of insurance coverage, Payment Bond and Performance Bond within ten (10) days from the date of Notice of Award. No Contract will be

executed until all of these required items are submitted and have been approved.

- C. The Notice of Award letter will not be an order to proceed. The successful Bidder will have no authority to perform work under this Contract until all Contract Documents as indicated above are properly completed and placed on file at the Owner's office.
- D. A Notice to Proceed with the Work under this project will be provided to the successful Bidder upon satisfaction of the above-indicated requirements. A pre-construction conference will be scheduled thereafter.
- E. The term of the contract will commence on the date the contract is signed by the Owner. The contract expiration date will be the date stated in the contract or upon completion of all of the terms stated in the contract.

#### 1.16 SUBCONTRACTING

- A. No part of the Work shall be sublet except with the prior consent of OWNER. All subcontractors shall be contractors of recognized standing having a record of satisfactory performance.

#### 1.17 TIME OF COMPLETION

- A. The Owner requires that the Work be completed and ready for use as scheduled in Section 01020 "Schedule". Failure to complete the project on time may result in actual or liquidated damages assessed to the Contractor on a per-day basis.

#### 1.18 COMPLETION OF BID PROPOSAL

- A. All blank spaces in the Bid Proposal form shall be filled in. Any alteration, correction or deletion should be initialed as approved by the Bidder, or in the case of a Corporate Bidder, by its duly authorized office prior to the opening of bids.
- B. The price shall be in writing and in figures; in case of conflict, the former shall apply.
- C. The Bidder shall not include in the Bid Proposal any condition not contemplated by and included in the Plans, Specifications and Bid Proposal form.

#### 1.19 EXECUTION OF BID PROPOSAL

- A. If the Bid Proposal is signed by individual or partnership Bidders, it shall be signed by Bidder or Bidders individually; if signed for a Corporate Bidder, by the duly authorized officer or officers of a Corporate Bidder signing for and on behalf of their corporation; or, if signed by attorney-in-fact for a Bidder, power of attorney evidencing authority of individual signing shall accompany Bid Proposal.

#### 1.20 BID GUARANTEE (BID BOND)

- A. Together with the Bidder's Bid Proposal, they shall submit a Bid Security in the form of a certified check made payable to the "Port Authority of the City of Bloomington" in the amount of not less than **five percent** (5%) of the total bid, or a surety bond on form furnished by the Owner, or equivalent, in the same amount, running to the Owner, with the surety company thereon duly authorized to do business in the State of Minnesota. The Bid Security shall be given to guarantee that the Bidder will not, without consent of the Owner, withdraw their Bid Proposal after the opening of bids and, if the successful

Bidder, that he will enter into a contract with the Owner and in connection therewith give Performance Bond and Payment Bond in form as set forth in this Project Manual.

- B. The Bid Securities of the three (3) lowest responsible Bidders shall be retained by the Owner until the contract is executed, but in no event longer than 60 days after the opening of bids, provided, however, that the Bid Security of the successful Bidder shall in any event be retained until a contract is executed. The Bid Securities of the other Bidders shall be returned five (5) days after the opening of bids.
- C. If the successful bidder fails to enter into a contract in accordance with the accepted bid or fails to furnish the required bond within ten (10) days from notice of award, the bidder's deposit will be forfeited to the Owner as liquidated damages. The next best bid will then be considered the successful bid and, at the discretion of the Owner, the contract may be awarded to the Bidder submitting that bid.
- D. In the case alternate bids are called for, providing the use of several different classes of materials or types of improvement for the same work, one deposit in the amount of five percent (5%) of the total amount of the highest bid will be sufficient for all bids.

#### 1.21 SUBMISSION OF BID PROPOSAL

- A. The Bidder shall deliver to the office of the City Engineer, located at 1700 West 98th Street, Bloomington, Minnesota 55431, not later than time and date indicated in Section 00020 Advertisement for Bids, their Bid Proposal together with their Bid Guarantee (Bid Bond), and the Responsible Contractor Verification and Certificate of Compliance form, all securely sealed in an envelope addressed to the Owner at the above address, on the outside of which the following shall be clearly inscribed:
  - 1. Name of Bidder, and
  - 2. Name of Project, "Bid Proposal for Ramada Hotel Demolition Project."

#### 1.22 WITHDRAWAL OF BID PROPOSAL

- A. No bid shall be withdrawn except with the consent of the Owner after the date set for the opening of bids or until a contract is let and executed by the successful Bidder.

#### 1.23 SUPPORTING DATA

- A. The Bidders shall, on request, submit prior to letting of contract all or any of the following:
  - 1. Such catalogs, photographs, drawings, specifications, descriptive information and other details as to special equipment or materials the Bidder proposes to furnish for the work, to permit evaluation of the merits thereof and determination whether such special equipment or materials comply with the Specifications.
  - 2. A properly executed Affidavit of Authority and Non-Collusion.
  - 3. A statement of Bidder's qualifications.
  - 4. A statement setting forth all items of work that the Bidder proposes to sublet, and the names of the subcontractors to whom such items will be sublet.

#### 1.24 SCOPE OF BIDDING

- A. The intent of the Plans and Specifications is to prescribe a complete project of work or improvement. The Contract shall be based upon and include by reference the Plans and Specifications, and all addenda as herewith provided; all bids must be based upon a full compliance therewith.

## 1.25 INDEMNIFICATION

- A. The Bidder agrees that if the contract is awarded to the Bidder, the Bidder will defend, indemnify, and hold harmless the Owner and the City of Bloomington and their officials, agents, and employees against any and all claims, liabilities, damages, losses, expenses, or judgements asserted against, imposed upon, or incurred by the Owner or the City of Bloomington and their officials, agents, and employees that, either directly or indirectly arise out of or as a result from the performance of services under the contract, except those claims, liabilities, damages, losses, expense, or judgement that the Bidder can establish arose directly from the negligence or misconduct of the Owner.
- B. The Bidder also agrees that if the contract is awarded to the Bidder, the Bidder will take all reasonable precautions for the safety for all employees on the site and will provide reasonable protection to prevent damage or loss to the property on the site or properties adjacent thereto and to work, materials, and equipment under the Bidder's control.
- C. If the contract is awarded to the Bidder, the Bidder must submit a certificate to the Owner warranting that the Bidder is in full compliance with Minnesota Statutes §176.181 Subd. 2 (Workers' Compensation) and must submit such insurance, if requested in the specifications. Certificates of Insurance as detailed in the specifications must be submitted to the City before any work may begin under the contract. All such certificates must state that the insurance company will give the Owner thirty (30) days written notice of cancellation, non-renewal, or any material change in the policy.

## 1.26 CONSIDERATION OF BIDS

- A. All properly identified bids received on time will be opened publicly and will be read aloud. All bid totals submitted will be made available to interested parties immediately following the bid opening.
- B. All bids will be placed in the custody of the City Engineer until the Contract for the Project has been awarded by the Port Authority Board. The City Engineer will check all bids submitted to verify the total bid on each bid proposal and will certify that all bids have been checked and corrected (where errors in extension have been made). The certification will be presented to the Port Authority Board when award of Contract is considered.
- C. After the Port Authority Board approves the ranking by awarding a contract to the lowest responsible bidder, the information in the bids is considered public, with the exception of any trade secret information. If the Port Authority Board rejects all bids, all data other than the public data remains non-public until a rebidding that results in a contract award or a determination by the Port Authority Board to terminate the selection process. An abstract of the bids will be made available to all bidders after the Project is awarded by the Port Authority Board.
- D. Once the bids become public information, they will be made available for examination by interested parties. Each interested party is requested to initial each page reviewed, indicating that the bid was examined.
- E. The Owner has the right to reject any and all bids, reject a bid not accompanied by the required check or security, reject a bid which is in any way incomplete or irregular, and to waive informalities.

F. Pursuant to the Bloomington City Charter, the Owner will award the contract to the lowest responsible bidder, which will be based on factors pertinent to the matter which may include the following:

1. The bidder's adherence to all conditions and requirements of the bid specifications.
2. The total bid price.

Unless otherwise stated in the specifications, the Owner reserves the right to award the contract in whole or in part, whichever is in the best interests of the Owner.

PART 2: PRODUCTS [NOT USED]

PART 3: EXECUTION [NOT USED]

\*\*\*END OF SECTION\*\*\*

## SECTION 00300

### INSTRUCTION TO BIDDERS

Owner: The Port Authority of the City of Bloomington  
Project: Ramada Hotel Demolition Project (located at 2300 American Boulevard East  
Class of Work: Demolition, including Asbestos and Regulated Materials Removal and Disposal and Site Restoration.  
Bids Close: **Thursday, August 11<sup>th</sup>, 2016 at 2:00 p.m.**

#### PART 1 - GENERAL

##### 1.01 BID PROPOSAL

- A. Pursuant to the Advertisement for Bids and Bid Proposal, for the Project, the undersigned Bidder is to furnish all necessary machinery, equipment, tools, labor and other means of construction and deliver materials and to perform all work at rates and at a total price or prices as hereinafter set forth and in accordance with Project Specifications, and addenda thereto on file in the office of the City Engineer, 1700 West 98<sup>th</sup> Street, Bloomington, Minnesota 55431 and the office of Wenck Construction, Inc., 7500 Olson Memorial Highway, Golden Valley, Minnesota 55427.
- B. In submitting this Bid Proposal, the undersigned Bidder understands and agrees that the Bid Proposal is based upon the following undertakings:
1. That undersigned Bidder has inspected the site of the work, existing construction in the areas of the proposed work, has informed themselves as to the condition thereof as the same bears on the work to be performed, and that they have considered federal, state, and local laws and regulations.
  2. That undersigned Bidder has received and examined the Project Specifications, and has informed themselves of all addenda thereto, and of the forms of the Contract Documents to be furnished in the event the undersigned Bidder is the successful Bidder and is awarded the contract.
  3. Certain types of equipment and kinds of material are described in the Project Specifications by means of trade names and catalog numbers and/or manufacturer's names. In each instance where this occurs, it is not intended to exclude from consideration such types or equipment and kinds of material bearing other trade names, catalog numbers and/or manufacturer's names, capable of accomplishing the purpose of the types of equipment or kinds of material to be used, if not as specifically indicated in the Project Specifications, must be approved in writing by the Owner prior to letting of the Contract. No substitution will be allowed after the letting of the Contract except in unusual circumstances such as supplier's strikes, etc. The undersigned Bidder acknowledges that this Bid Proposal Form is submitted in strict accord with specified requirements.
  4. Bid Proposals and specified attachments shall be delivered in a sealed and properly labeled envelope to the office of the City Engineer and will be publically opened by the Consultant. Only Bid Proposals received prior thereto will be considered.
  5. The Owner intends to award a contract to the Bidder whose proposals are deemed to be most advantageous, based on an evaluation of the Bidder qualifications, bid price, proposed systems, materials, and equipment, schedule, and other factors relevant to the performance of the work. The Owner, however, reserves the right to reject any or all bids and to waive any minor irregularities, informalities or discrepancies.

6. That this Bid Proposal submitted herewith may not, except with the consent of the aforesaid Owner, be withdrawn after the day set for the opening of Bids.
- C. The undersigned Bidder agrees, if the successful Bidder, to execute the Contract in the form as set forth in the Project Specifications no later than ten (10) calendar days of receiving notice of award of Contract from the Owner.
- D. The undersigned Bidder further agrees to begin work on receipt of an executed Contract and to prosecute said work so as to complete the same as specified in these documents.
- E. The undersigned Bidder further agrees to guarantee performance of all work in accordance with the Project Specifications and in a good and workmanlike manner, and to renew or repair any work that may be rejected due to defective materials or workmanship prior to final completion and acceptance of the material and installation by the Owner.
- F. The undersigned Bidder further agrees to provide prior to letting of the Contract the following:
1. Such catalogs, photographs, drawings, specifications, descriptive information and other details as to special equipment or materials the undersigned Bidder proposes to furnish for the Work, to permit evaluation or merits thereof and determination whether such special equipment or materials comply with the Project Specifications.
  2. A statement of the undersigned Bidder's qualifications, such as financial data, previous experience, present commitments, and other such data to demonstrate the qualifications of the undersigned Bidder.
  3. A statement setting forth all items of work that the undersigned Bidder proposes to sublet, and names of the subcontractors to whom such items shall be sublet. Subcontract Agreements will be written to reference all requirements of the Project Specifications.
- G. The undersigned Bidder agrees to be bound by the provisions of Minnesota Statute, Section 181.59, and Title VI of the Civil Rights Act of 1964, 78 Stat, 252, 42 U.S.C. 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally- assisted programs of the Department of Transportation issued pursuant to such Act.
- H. This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the undersigned Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; the undersigned Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and the undersigned Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the Owner.
- I. The total bid price represents the material, labor, equipment, all other costs to the undersigned Bidder and their profit to complete the project as specified, in the timeframe anticipated.
- J. The undersigned Bidder understands that pursuant to Minnesota law, the Owner is not a tax exempt agency; therefore, the undersigned Bidder shall be responsible for the payment of all applicable sales and use taxes pertaining to the completion of the Work, including Minnesota State sales tax.
- K. The undersigned Bidder will complete the work for the Lump Sum Base Bid Total price as

listed in the Bid Proposal Form.

## 1.02 SCHEDULE

A. The undersigned Bidder, or its subcontractors, are responsible for a project schedule to include the general sequence of events, days and hours of operations, number of workers per day per item, total duration per item, including start and stop dates per item. The completed schedule will be submitted with this Bid Schedule, and will be part of the Contract Documents.

B. The Owner reserves the right to revise the project Schedule.

### C. ANTICIPATED PROJECT SCHEDULE

1. Pre-Bid Meetings	July 25 <sup>th</sup> , Aug 1 <sup>st</sup> , 5 <sup>th</sup> of 2016 at 10:00 a.m.
2. Bid Due Date:	August 11 <sup>th</sup> , 2016 at or before 2:00 p.m.
3. Notice of Award	August 17 <sup>th</sup> , 2016
4. Regulatory Notification Submitted	August 19 <sup>th</sup> through August 29 <sup>th</sup> , 2016
5. Begin Work	September 6 <sup>th</sup> , 2016
6. Completion of Demolition	December 30 <sup>th</sup> , 2016
7. Completion of seeding/site work	April 28 <sup>th</sup> , 2017

PART 2: PRODUCTS [NOT USED]

PART 3: EXECUTION [NOT USED]

\*\*\*END OF SECTION\*\*\*



# BID PROPOSAL FORM

Proposal of:

---

Company

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Address

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Contact Person Phone

- A. Any material quantities listed in these specifications are approximate only and are subject to increase or decrease. The Bidder is responsible for the verification of any material quantities referenced throughout the specifications and contract documents.
- B. Bid comparisons will be evaluated by comparison of the Base Bid Lump Sum Total.
- C. The Bidder will complete the required Base Bid work on a lump sum basis.
- D. The Bidder shall provide an Alternate Bid value, on a per linear foot basis as needed, for the installation of additional concrete sidewalk.
- E. The Bidder shall provide an Alternate Bid value, on a per linear foot basis as needed, for the installation of additional concrete curb and gutter.
- F. If the installation of additional concrete sidewalk, curb, and gutter are required, the price per linear foot provided by the Bidder will be applied to the final overall quantity of added sidewalk, curb, and gutter and submitted as a Change Order addition to the Lump Sum Base Bid Total.

<b>LUMP SUM BASE BID</b>		
<b>Item</b>	<b>Description</b>	<b>Cost</b>
1	Removal and disposal of identified asbestos containing material and other regulated materials requiring abatement prior to demolition.	
2	Demolition, removal, and disposal of buildings, foundations, footings, bituminous asphalt and granular base, curb & gutter, and existing landscaping.	
3	Installation and compaction of aggregate backfill to perimeter curb grade in accordance with all applicable specifications, site erosion control, topsoil, and mulch and seeding to complete site stabilization.	
4	Provide and install traffic modifications to specified signals, signage, curbs, and sidewalks.	
<b>Lump Sum Base Bid Total: \$</b>		

<b>ALTERNATE BID ITEM #1</b>	
<b>Item</b>	<b>Description</b>
1	Provide a per linear foot price for the installation of up to twenty-five additional linear feet of cement sidewalk to match existing installation.
<b>Price Per Linear Foot Concrete Sidewalk: \$</b>	

<b>ALTERNATE BID ITEM #2</b>	
<b>Item</b>	<b>Description</b>
1	Provide a per linear foot price for the installation of up to twenty-five additional linear feet of cement curb and gutter to match existing installation.
<b>Price Per Linear Foot Concrete Curb and Gutter: \$</b>	

**ACKNOWLEDGMENT OF ADDENDUM**

Addendum No. 1 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_

Contractor \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**ACKNOWLEDGEMENT OF BID**

WITNESS Our Hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2016.

Contractor (Corporate Seal)

Company Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

ITS: \_\_\_\_\_  
(Title)

\*\*\*END OF SECTION\*\*\*

## SECTION 00410

### BID GUARANTEE (BID BOND)

Owner: The Port Authority of the City of Bloomington  
Project: Ramada Hotel Demolition Project (located at 2300 American Boulevard East)  
Class of Work: Demolition, including Asbestos and Regulated Materials Removal and Disposal and Site Restoration.  
Bids Close: **Thursday, August 11<sup>th</sup>, 2016 at 2:00 p.m.**  
  
Submit To: The Port Authority of the City of Bloomington  
Attention: Shelly A. Hanson, City Engineer  
1700 West 98<sup>th</sup> Street  
Bloomington, Minnesota 55431

The Bidder shall submit, with their bid, a Bid Guarantee (Bid Bond) in the amount equal to five percent (5%) of their Lump Sum Base Bid Total.

- A. Bidder shall use AIA Document A310 – Bid Bond, or an equivalent.
- B. Together with the Bidder's Bid Proposal, they shall submit a Bid Security in the form of a certified check made payable to the "Port Authority of the City of Bloomington" in the amount of not less than **five percent** (5%) of the total bid, or a surety bond on form furnished by the Owner, or equivalent, in the same amount, running to the Owner, with the surety company thereon duly authorized to do business in the State of Minnesota. The Bid Security shall be given to guarantee that the Bidder will not, without consent of the Owner, withdraw their Bid Proposal after the opening of bids and, if the successful Bidder, that he will enter into a contract with the Owner and in connection therewith give Performance Bond and Payment Bond in form as set forth in this Project Manual.
- C. The Bid Securities of the three (3) lowest responsible Bidders shall be retained by the Owner until the contract is executed, but in no event longer than 60 days after the opening of bids, provided, however, that the Bid Security of the successful Bidder shall in any event be retained until a contract is executed. The Bid Securities of the other Bidders shall be returned five (5) days after the opening of bids.
- D. If the successful bidder fails to enter into a contract in accordance with the accepted bid or fails to furnish the required bond within ten (10) days from notice of award, the bidder's deposit will be forfeited to the Owner as liquidated damages. The next best bid will then be considered the successful bid and, at the discretion of the Owner, the contract may be awarded to the Bidder submitting that bid.
- E. In the case alternate bids are called for, providing the use of several different classes of materials or types of improvement for the same work, one deposit in the amount of five percent (5%) of the total amount of the highest bid will be sufficient for all bids.

\*\*\*END OF SECTION\*\*\*



# Document A310™ – 2010

## **Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

**SURETY:**

*(Name, legal status and principal place of business)*

**OWNER:**

*(Name, legal status and address)*

**BOND AMOUNT: \$****PROJECT:**

*(Name, location or address, and Project number, if any)*

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Signed and sealed this      day of      ,

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Contractor as Principal) (Seal)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Surety) (Seal)

\_\_\_\_\_  
(Title)

Init.

/

## SECTION 00500

### CONTRACT

THIS AGREEMENT, made on the \_\_\_\_\_ day of \_\_\_\_\_,  
2016, by and between the PORT AUTHORITY OF THE CITY OF BLOOMINGTON, party of the first  
part, hereinafter  
called the PORT AUTHORITY, and \_\_\_\_\_ party of the second  
part,  
hereinafter called the CONTRACTOR.

WITNESSETH, that the Contractor and the Port Authority, for the considerations hereinafter  
named, agree as follows:

#### I. SCOPE OF WORK

The Contractor hereby agrees to furnish all of the materials, equipment and labor necessary, and to  
perform all of the Work shown on the Plans and described in the Specifications for the Project  
entitled:

**2016-801**  
**Ramada Hotel Demolition Project**

in accordance with the requirements and provisions of the Contract Documents as defined in the  
General Specifications which are hereby made a part of this Agreement.

#### II. TIME OF COMPLETION

The Work to be performed under this Contract shall be commenced within eight (8) calendar days  
after the date of written notice by the Port Authority to the Contractor to proceed. The construction  
of the improvements shall be completed as specified in the Special Provisions.

#### III. PAYMENT

A. The Contract Sum - The Port Authority shall pay to the Contractor, for the duration of  
the Agreement the amounts determined for the total number of units of Work completed  
at the unit price stated in the attached Bid Proposal. The number of units contained in  
this Bid Proposal is an approximation only, and the final payment shall be made for the  
actual number of units that are installed, constructed or otherwise incorporated as part  
of the Work covered by the Agreement.

B. Progress Payments

1. The City Engineer shall prepare an estimate covering the total quantities under each item of Work that has been completed from the start of the job, up to and including the last day of the preceding month, and the value of the Work completed, determined in accordance with the schedule of unit prices for such items, on or not later than the fifth (5<sup>th</sup>) day of each month. This estimate shall also include an allowance for the cost of such materials and equipment required to perform the permanent Work as has been delivered to the site and suitably protected by the Contractor but not as yet incorporated in the Work.
2. The Port Authority shall pay to the Contractor an amount which, together with previous payments, equals 95% of the amount of the monthly estimate of the City Engineer, not later than the fifteenth (15<sup>th</sup>) day of the month.
3. Upon the determination of the City Engineer that the Work of the project is 95% or more completed, the Port Authority shall release such portions of the retained contract price as the City Engineer determines are not required to be retained to protect the Port Authority's interest in satisfactory completion of the Agreement.

#### IV. ACCEPTANCE AND FINAL PAYMENT

- A. Upon receipt of written notice that the Work is ready for final inspection and acceptance, the City Engineer shall within ten (10) days make such inspection. When he/she finds the Work acceptable under the Contract and the Contract fully performed, he/she will issue a final estimate (i.e., final pay application or final payment). The final estimate shall constitute final acceptance and serve as the final certificate for the project.
- B. Before final payment is due, the Contractor shall submit evidence satisfactory to the City Engineer that all payrolls, material bills, and other indebtedness connected with the Work have been paid, except that in case of disputed indebtedness of liens the Contractor may submit in lieu of evidence of payment a surety bond satisfactory to the Port Authority guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by Surety Bond.
- C. The making and acceptance of the final payment shall constitute a waiver of all claims by both parties, other than those arising from:
  1. Unsettled liens;
  2. From faulty Work appearing within 12 months after final payment;
  3. From requirements of the specifications, or from manufacturers' guarantee; and/or
  4. Claims previously made and still unsettled.

#### V. AUDIT

All books, records, documents and accounting procedures and practices of the Contractor relevant to this Contract shall, pursuant to Minn. Stat. § 16C.05, subd. 5 be subject to examination at all times by the Port Authority, and as appropriate, by either the legislative or state auditor.

#### VI. PRIORITY

If there is a conflict or inconsistency between this Agreement and the Specifications and Special Provisions, the parties agree to the following priority of documents:

- A. This Agreement.



## B. Special Provisions and Specifications

### VII. INDEPENDENT CONTRACTOR

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Contractor's staff as the agents, representatives or employees of the Port Authority or City of Bloomington for any purpose in any manner whatsoever. The Contractor and its staff are to be and shall remain an independent Contractor with respect to all services performed under this Agreement. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Agreement shall not be considered employees of the Port Authority or City of Bloomington, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Contractor, its officers, agents, contractors or employees shall in no way be the responsibility of the Port Authority or City of Bloomington; and the Contractor shall defend, indemnify and hold the Port Authority or City of Bloomington, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the Port Authority or City of Bloomington, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, severance pay and PERA.

### VIII. MISCELLANEOUS

- A. The Contractor shall furnish within seven (7) days after notice of acceptance of the bid two (2) bonds, a performance and payment bond, each in the amount of the full contract price, and in compliance with State statutes to guarantee the faithful performance of the Contract and the payment of all labor, mechanics, subcontractors and material. In addition to the term of this Agreement, the performance bond shall cover an additional one (1) year period after final acceptance by the Port Authority, with respects to faulty workmanship and materials. Both bonds shall be furnished by a corporate surety company authorized to do business in the state of Minnesota and acceptable to the Port Authority subject to the approval of the Port Authority General Counsel as to form.
- B. To the fullest extent allowed by law the Contractor shall defend, indemnify and hold harmless the Port Authority, City of Bloomington, its officials, employees and agents, from any and all claims, causes of action, lawsuits, damages, losses, or expenses, including attorney fees, arising out of or resulting from the Contractor's (including its officials, agents, or employees) performance of the duties required under this Agreement, provided that any such claim, damages, loss or expense is attributable to bodily injury, sickness, diseases or death or to injury to or destruction of property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of Contractor.
- C. The Contractor shall not commence work under this Contract until all insurance required under this article has been obtained and until copies of policies and certificates required by this article are submitted to: Office of the Port Authority Administrator, 1800 West Old Shakopee Road, Bloomington, MN 55431. The Contractor shall not allow any subcontractor to commence work on the project until subcontractor's insurance has been obtained and submitted to the Contractor.

1. Commercial General Liability and Property Damage Insurance.

The Contractor shall take out and maintain at its own cost and expense, commercial general liability and property damage insurance, during the period from the commencement until final completion of the any and all work under this contract. To the fullest extent allowed by law, said insurance shall protect the Contractor, any subcontractor performing work covered by the Contract, and the Port Authority and City of Bloomington from claims for any injury or property damage which may arise from operations under this Contract, whether operations be made by the Contractor, subcontractor, or by anyone directly or indirectly employed by either of them. This also includes claims arising by reason of any injury or damage sustained after the Contractor has completed the work or left the site thereof. The commercial general liability insurance shall be in the following amounts:

Bodily injury in the amount of at least \$500,000 per individual and \$1,500,000 for injuries or death arising out of each occurrence.

Property damage liability in the amount of \$1,500,000 for each occurrence.

To meet the above requirements, the Contractor may use a combination of Commercial General Liability and Umbrella coverage, as long as the Port Authority approves such use and it is evidenced on the Certificate of Insurance naming the Port Authority as an additional insured on both policies. The Umbrella needs to be a following form coverage and provide a thirty (30) day notice of cancellation.

2. Worker's Compensation Insurance.

The Contractor shall carry Worker's Compensation Insurance as required by Minnesota Statutes, Section 176.181 subd 2.

3. Business Automobile Liability Insurance.

Contractor shall secure and maintain during the life of this Contract business automobile liability insurance in the minimum amount of \$500,000 for bodily injuries, including death, for any one individual and \$1,500,000 per occurrence; and automobile property damage insurance in the minimum amount of \$1,500,000. Each motor vehicle, including hired vehicles, engaged in operation within the terms of this Contract shall be covered by such automobile insurance.

4. Certificates.

The Contractor further agrees to name the Port Authority as additionally insured on the commercial general liability and business automobile liability insurance policies. Copies of all certificates, endorsements and policies, naming the Port Authority as additionally insured, shall be filed with the Port Authority Administrator. The certificates shall be executed by the insurer and shall expressly stipulate that the policies are non-cancelable until after thirty (30) day's notice in writing to the Port Authority. The canceling company and/or the replacing company shall be responsible for all work completed prior to the cancellation of policies. All insurance policies and certificates shall be submitted prior to the execution of the Contract and shall be subject to the approval of the Port Authority General Counsel.

- D. In the event of a dispute between the Port Authority and the Contractor, the parties hereto agree that the City Engineer shall determine the amount and quality of work in the Improvements included in the Contract. If no agreement can be reached, the Port Authority and the Contractor may mutually agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation. The mediation shall be conducted through the Mediation Center, 1600 Utica Avenue, Suite 700, Saint Louis Park, MN 55416. The parties hereto shall decide whether mediation shall be binding or non-binding. If the parties cannot reach agreement, mediation shall be non-binding. In the event mediation is unsuccessful, either party may exercise its legal or equitable remedies and may commence such action prior to the expiration of the applicable statute of limitations.
- E. The Contractor agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Contractor agrees to hold harmless and indemnify the Port Authority and City of Bloomington from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Contractor. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities. The City of Bloomington has designated coordinators to facilitate compliance with the Americans with Disabilities Act of 1990, as required by Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations.
- F. The parties agree to comply with the Minnesota State Human Rights Act, Minnesota Statutes, Section 363A, as amended.
- G. The parties hereto agree to comply with Section 504 of the Rehabilitation Act of 1973/31 CFR Part 51. This Act states in part that, "...all recipients of federal funds, whether in the form of a grant or a contract, review, and if necessary modify, their programs and activities so that discrimination based on handicap is eliminated."
- H. The Contractor will comply with all applicable provisions of the Minnesota Government Data Practices Act, Chapter 13 of the Minnesota Statutes.
- I. The Contractor agrees that the Port Authority will own and have the right to use, reproduce and apply as it desires, any data, reports, analyses and materials which are collected or developed by the Contractor or anyone acting on behalf of the Contractor as a result of this Agreement.
- J. The Contractor agrees that it must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the Port Authority for undisputed services provided by the subcontractor. The Contractor agrees to pay interest of 1-1/2 percent per month, or any part of a month, to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime Contractor must be awarded its costs and disbursements, including attorneys fees, incurred in bringing the action.

- K. Any material alterations, variations, modifications or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment to this Agreement and signed by both parties.
- L. Either party may terminate this Agreement, for any reason, upon giving thirty (30) days advanced written notice to the other party.

The Port Authority reserves the right to cancel this Agreement at any time in event of default or violation by the Contractor of any provision of this Agreement. The Port Authority may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.

- M. This Agreement shall not be assignable except at the written consent of the Port Authority.
- N. This Agreement represents the entire Agreement between the Contractor and the Port Authority and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof, and amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.
- O. The Contractor agrees, as a condition of being awarded this Contract, to require each of its agents, officers and employees to abide by the City of Bloomington's policies prohibiting sexual harassment, firearms and smoking, as well as all other reasonable work rules, safety rules or policies regulating the conduct of persons on Port Authority or City of Bloomington property at all times while performing duties pursuant to this Contract. The Contractor agrees and understands that a violation of any of these policies or rules constitutes a breach of the Contract and sufficient grounds for immediate termination of the Contract by the Port Authority.
- P. The parties agree that this Agreement shall be governed by the laws of the State of Minnesota.
- Q. Pursuant to Chapter 2, Article VII of the City Code, the Contractor agrees as follows:
  - 1. That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
  - 2. That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;
  - 3. That a violation of this section is a misdemeanor; and
  - 4. That this contract may be canceled or terminated by the Port Authority, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

- R. Signature/Execution: The person signing this Agreement (hereafter "Signatory") represents and warrants that the Contractor has authorized him/her to execute this Agreement on its behalf and agrees to be bound by its terms and conditions, including the agreement of the Contractor to indemnify and hold the Port Authority and City of

Bloomington harmless. In the event the Contractor did not authorize the Signatory to sign on its behalf, the Signatory agrees to assume responsibility for the duties and liability of the Contractor, as set forth herein, personally.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the date and year first written above.

Port Authority of the City of Bloomington	<p>DATED: _____ By: _____ President</p> <p>DATED: _____ By: _____ Port Administrator</p> <p>Reviewed and approved by the Port Authority General Counsel.</p> <p>_____ Port Authority General Counsel</p>
Contractor	<p>DATED: _____ By: _____</p> <p>Title of Signatory: _____</p> <p>Name of Company: _____</p>

\*\*\*END OF SECTION\*\*\*

**SECTION 00505**

**AFFIDAVIT OF AUTHORITY AND NON-COLLUSION**

Owner: The Port Authority of the City of Bloomington  
Project: Ramada Hotel Demolition Project (located at 2300 American Boulevard East)  
Class of Work: Demolition, including Asbestos and Regulated Materials Removal and Disposal and Site Restoration.  
Bids Close: **Thursday, August 11<sup>th</sup>, 2016 at 2:00 p.m.**

STATE OF MINNESOTA)  
SS)  
COUNTY OF HENNEPIN)

\_\_\_\_\_ being first duly  
sworn deposes and says that:

(1) He/She is \_\_\_\_\_ of \_\_\_\_\_  
OWNER, PARTNER, OFFICER REPRESENTATIVE OR AGENT

\_\_\_\_\_, the Bidder that has  
submitted the attached bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid  
and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives,  
employees or parties in interest, including this affiant, has in any way colluded, conspired, agreed,  
directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in  
connection with the Contract for which the attached Bid has been submitted or to refrain from  
bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by  
agreement or collusion or communication or conference with any other Bidder, firm or person to fix  
the price or prices of the bid price or the bid price of any other Bidder, or to secure through any  
collusion, conspiracy, connivance or unlawful agreement any advantage against the City of  
Bloomington, Port Authority, or any person interested in the proposed Contract and;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by  
any collusion, conspiracy, or unlawful agreement on the part of the Bidder or any of its agents,  
representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Notary Public)

My commission expires \_\_\_\_\_

\*\*\*END OF SECTION\*\*\*

## SECTION 00506

### RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATE OF COMPLIANCE

Owner: The Port Authority of the City of Bloomington  
Project: Ramada Hotel Demolition Project (located at 2300 American Boulevard East)  
Class of Work: Demolition, including Asbestos and Regulated Materials Removal and Disposal and Site Restoration.  
Bids Close: **Thursday, August 11<sup>th</sup>, 2016 at 2:00 p.m.**

The following includes Attachments A, Prime Contractor Response and Attachment A-1, First Tier Subcontractors List

- A. The Bidder shall complete and submit with their Bid Proposal, each form.

\*\*\*END OF SECTION\*\*\*

**ATTACHMENT A  
PRIME CONTRACTOR RESPONSE**

**RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE**

**STATE PROJECT NUMBER:** \_\_\_\_\_

**This form includes changes by statutory references from the Laws of Minnesota 2015, chapter 64, sections 1-9. This form must be submitted with the response to this solicitation. A response received without this form, will be rejected.**

<p>Minn. Stat. § 16C.285, Subd. 7. <b>IMPLEMENTATION.</b> ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...</p>	
<p>Minn. Stat. § 16C.285, Subd. 3. <b>RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.</b> "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:</p>	
(1)	<p>The Contractor:</p> <ul style="list-style-type: none"><li>(i) is in compliance with workers' compensation and unemployment insurance requirements;</li><li>(ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;</li><li>(iii) has a valid federal tax identification number or a valid Social Security number if an individual; and</li><li>(iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.</li></ul>
(2)	<p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none"><li>(i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;</li><li>(ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;</li><li>(iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;</li><li>(iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;</li><li>(v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or</li><li>(vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*</li></ul>



(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*
	* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and
(7)	All subcontractors and motor carriers that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. <b>SUBCONTRACTOR VERIFICATION.</b>	
<p>A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.</p> <p>If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.</p> <p>A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.</p> <p><b>Subd. 5a. Motor carrier verification.</b> A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.</p>	

Minn. Stat. § 16C.285, Subd. 4. **VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation document.

A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02, paragraph (h).

**CERTIFICATION**

**By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:**

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285, and**
- 2) if my company is awarded a contract, I will submit Attachment A-1 prior to contract execution, and**
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.**

**Authorized Signature of Owner or Officer:**

**Printed Name:**

**Title:**

**Date:**

**Company Name:**

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

**ATTACHMENT A-1**

**FIRST-TIER SUBCONTRACTORS LIST**

**SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT**

**STATE PROJECT NUMBER:** \_\_\_\_\_

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

<b>FIRST TIER SUBCONTRACTOR NAMES*</b> <b>(Legal name of company as registered with the Secretary of State)</b>	<b>Name of city where company home office is located</b>

\*Attach additional sheets as needed for submission of all first-tier subcontractors.

<b>SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1</b>	
<b>By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:</b>  <b>All first-tier subcontractors listed on attachment A-1 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.</b>	
<b>Authorized Signature of Owner or Officer:</b>	<b>Printed Name:</b>
<b>Title:</b>	<b>Date:</b>
<b>Company Name:</b>	

**ATTACHMENT A-2**

**ADDITIONAL SUBCONTRACTORS LIST**

**PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT**

**STATE PROJECT NUMBER:** \_\_\_\_\_

This form must be submitted to the Project Manager or individual as identified in the solicitation document.

Minn. Stat. § 16C.285, Subd. 5. ... If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors. ...

<b>ADDITIONAL SUBCONTRACTOR NAMES*</b> <b>(Legal name of company as registered with the Secretary of State)</b>	<b>Name of city where company home office is located</b>

\*Attach additional sheets as needed for submission of all additional subcontractors.

<b>SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2</b>	
<b>By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:</b>  <b>All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.</b>	
<b>Authorized Signature of Owner or Officer:</b>	<b>Printed Name:</b>
<b>Title:</b>	<b>Date:</b>
<b>Company Name:</b>	

**SECTION 00510**

**NOTICE OF AWARD**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Project: Ramada Hotel Demolition Project**

Project Description: The Work, in accordance with the Project Specifications, consists of all labor, materials, tools, permits, bonds, machinery, equipment, and services including utility and transportation services necessary for the Ramada Hotel Demolition Project in Bloomington, Minnesota.

The Port Authority Board has considered the Bid submitted by \_\_\_\_\_ for the above-described work in response to its Advertisement of Bids dated \_\_ day of \_\_\_\_\_, 2016, and Information Available to Bidder's.

You are hereby notified that your Bid has been accepted for items in the Amount of (\$\_\_\_\_\_) Dollars.

You are required by the Information Available to Bidders to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond, and certificates of insurance showing the Port Authority of the City of Bloomington as additionally insured within ten (10) calendar days from the date of this notice to you. Please see Section 00500 Contract for insurance requirements

If you fail to execute said agreement and to furnish said bonds and certificates within ten (10) days from the date of this notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

This Notice of Award is NOT a notice to proceed with the work. The Contractor shall not commence work (other than as specified above) until a Notice to Proceed is issued by the Owner.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this the \_\_\_\_ day of \_\_\_\_\_, 2016.

The Owner: \_\_\_\_\_

By: \_\_\_\_\_  
Owner's Representative Name                      Owner's Representative Signature

Title: \_\_\_\_\_

## ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by \_\_\_\_\_,  
this the \_\_\_\_ day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_  
Contractor's Representative Name Contractor's Representative Signature

Title: \_\_\_\_\_

\*\*\*END OF SECTION\*\*\*

**SECTION 00520**  
**NOTICE TO PROCEED**

To: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Project: \_\_\_\_\_  
\_\_\_\_\_

You are hereby notified in accordance with the Agreement dated this the \_\_\_\_ day of \_\_\_\_\_, 2016, to commence Work on the \_\_\_\_ day of \_\_\_\_\_, 2016, and you are to complete the WORK within \_\_\_\_ consecutive calendar days thereafter. The date of completion of all work is therefore the \_\_\_\_ day of \_\_\_\_\_, 2016.

The Owner: \_\_\_\_\_

By: \_\_\_\_\_  
Owner's Representative Name Owner's Representative Signature

Title: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice to Proceed is hereby acknowledged by \_\_\_\_\_, this the \_\_\_\_ day of \_\_\_\_\_, 2016.

The Contractor: \_\_\_\_\_

By: \_\_\_\_\_  
Contractor's Representative Name Contractor's Representative Signature

Title: \_\_\_\_\_

\*\*\*END OF SECTION\*\*\*

## SECTION 00530

### PAYMENT REQUEST FORM

Owner: The Port Authority of the City of Bloomington  
Project: Ramada Hotel Demolition Project (located at 2300 American Boulevard East)  
Class of Work: Demolition, including Asbestos and Regulated Materials Removal and Disposal and Site Restoration.  
Bids Close: **Thursday, August 11<sup>th</sup>, 2016 at 2:00 p.m.**

The Bidder, if awarded the project contract, shall submit, with invoices and certifications, a completed AIA Document G702 Application for Payment and AIA Document G703 Worksheet that

- A. Bidder shall use AIA Documents G702/G703 – Application for Payment, or an equivalent.
- B. Worksheets and pay application forms shall include a retainage value in the amount of **five percent** (5%) of the total payment request.
- C. Payment request forms shall be submitted for review by the 5<sup>th</sup> of each month. Payment request review shall be allocated up to 10 working days to complete final review. Barring changes or corrections, accepted payment applications will be submitted for payment up to 5 days following approval. Payment terms and conditions are per the provisions outlined in the final approved contract.

\*\*\*END OF SECTION\*\*\*



## **SECTION 00540**

### **CHANGE ORDER**

Owner: The Port Authority of the City of Bloomington  
Project: Ramada Hotel Demolition Project (located at 2300 American Boulevard East)  
Class of Work: Demolition, including Asbestos and Regulated Materials Removal and Disposal and Site Restoration.  
Bids Close: **Thursday, August 11<sup>th</sup>, 2016 at 2:00 p.m.**

The Bidder, if awarded the project contract, shall submit a completed AIA Document G701 for any changes to the project scope of work as identified in these specifications.

- A. Bidder shall use AIA Documents G701 – Change Order, or an equivalent.

\*\*\*END OF SECTION\*\*\*



# AIA® Document G701™ – 2001

## Change Order

<b>PROJECT</b> <i>(Name and address):</i>	<b>CHANGE ORDER NUMBER:</b> 001	<b>OWNER:</b> <input type="checkbox"/>
	<b>DATE:</b>	<b>ARCHITECT:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> <i>(Name and address):</i>	<b>ARCHITECT'S PROJECT NUMBER:</b>	<b>CONTRACTOR:</b> <input type="checkbox"/>
	<b>CONTRACT DATE:</b>	<b>FIELD:</b> <input type="checkbox"/>
	<b>CONTRACT FOR:</b> General Construction	<b>OTHER:</b> <input type="checkbox"/>

### THE CONTRACT IS CHANGED AS FOLLOWS:

*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*

The original Contract Sum was	\$	0.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	0.00
The Contract Sum will be increased by this Change Order in the amount of	\$	0.00
The new Contract Sum including this Change Order will be	\$	0.00

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

<b>ARCHITECT</b> <i>(Firm name)</i>	<b>CONTRACTOR</b> <i>(Firm name)</i>	<b>OWNER</b> <i>(Firm name)</i>
<b>ADDRESS</b>	<b>ADDRESS</b>	<b>ADDRESS</b>
<b>BY</b> <i>(Signature)</i>	<b>BY</b> <i>(Signature)</i>	<b>BY</b> <i>(Signature)</i>
<i>(Typed name)</i>	<i>(Typed name)</i>	<i>(Typed name)</i>
<b>DATE</b>	<b>DATE</b>	<b>DATE</b>

## **SECTION 00620**

### **PAYMENT AND PERFORMANCE BOND**

Owner: The Port Authority of the City of Bloomington  
Project: Ramada Hotel Demolition Project (located at 2300 American Boulevard East)  
Class of Work: Demolition, including Asbestos and Regulated Materials Removal and Disposal and Site Restoration.  
Bids Close: **Thursday, August 11<sup>th</sup>, 2016 at 2:00 p.m.**  
  
Submit To: The Port Authority of the City of Bloomington  
Attention: Shelly A. Hanson, City Engineer  
1700 West 98<sup>th</sup> Street  
Bloomington, Minnesota 55431

The Bidder, upon award of the project contract, shall submit a Payment and Performance Bond in the amount equal to one-hundred percent (100%) of their Lump Sum Base Bid Total.

- A. Bidder shall use AIA Document A311 – Payment and Performance Bond or an equivalent.
- B. If the successful bidder fails to enter into a contract in accordance with the accepted bid or fails to furnish the required bonds within ten (10) days from notice of award, the bidder's deposit may be forfeited to the Owner as liquidated damages. The next best bid will then be considered the successful bid and, at the discretion of the Owner, the contract may be awarded to the Bidder submitting that bid.

\*\*\*END OF SECTION\*\*\*



**AIA®**

# Document A312™ – 2010

## Payment Bond

**CONTRACTOR:**

*(Name, legal status and address)*

**SURETY:**

*(Name, legal status and principal place of business)*

**OWNER:**

*(Name, legal status and address)*

**CONSTRUCTION CONTRACT**

Date:

Amount: \$

Description:

*(Name and location)*

SAMPLE

**BOND**

Date:

*(Not earlier than Construction Contract Date)*

Amount: \$

Modifications to this Bond: ☐ None ☐ See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

**SURETY**

Company: *(Corporate Seal)*

Signature: \_\_\_\_\_

Name and

Title:

*(Any additional signatures appear on the last page of this Payment Bond.)*

Signature: \_\_\_\_\_

Name and

Title:

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.



§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_



**AIA®****Document A312™ – 2010****Performance Bond****CONTRACTOR:***(Name, legal status and address)***SURETY:***(Name, legal status and principal place of business)***OWNER:***(Name, legal status and address)***CONSTRUCTION CONTRACT**

Date:

Amount: \$

Description:

*(Name and location)*

SAMPLE

**BOND**

Date:

*(Not earlier than Construction Contract Date)*

Amount: \$

Modifications to this Bond: ☐ None ☐ See Section 16**CONTRACTOR AS PRINCIPAL**Company: *(Corporate Seal)***SURETY**Company: *(Corporate Seal)*

Signature: \_\_\_\_\_

Name and

Title:

*(Any additional signatures appear on the last page of this Performance Bond.)*

Signature: \_\_\_\_\_

Name and

Title:

*(FOR INFORMATION ONLY — Name, address and telephone)***AGENT or BROKER:****OWNER'S REPRESENTATIVE:***(Architect, Engineer or other party:)***ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.



§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ *(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

**SURETY**

Company: \_\_\_\_\_ *(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Init.

**SECTION 01010**  
**SUMMARY OF WORK**

**PART 1 - GENERAL**

**1.01 CONTRACT DOCUMENTS**

- A. The terms of the Contract Documents apply to these Specifications as fully as though repeated herein.
- B. Division of the Work as made in these Contract Documents is for the purpose of specifying and describing work which is to be completed. There has been no attempt to make a classification according to trade or agreements which may exist between Contractor, their subcontractor's, or trade unions or other organizations. Such division and classification of the Work shall be the Contractor's sole responsibility.

**1.02 GENERAL REQUIREMENTS**

The regulations and standards may not be inclusive of all standards applicable to complete the Work for this Project. The Contractor is responsible to conduct the Work in a manner that shall conform to all applicable local, state and federal government's rules and regulations as well as the requirements specified in these Project Specifications. Whenever, inconsistencies occur between applicable rules and regulations, the more stringent shall apply to the Work specified in the Project Specifications. The standards listed below are provided to the Contractor as a reference for which the State expects the Work for the Project to be conducted.

**1.03 WORK COVERED BY CONTRACT DOCUMENTS**

- A. It is the intent of the Contract Documents to cover all aspects of the Project. Should there be some item or items not shown on the Drawings or not described in these Specifications which are required for the Work, those items and the furnishing of all labor, materials, and equipment shall be considered incidental to the Work and no additional compensation will be provided.
- B. The Work includes the furnishing of all labor, equipment, tools, machinery, materials, and other items required to a complete Project as specified. Equipment furnished shall be in safe operating condition and of adequate size, capacity, and condition for the performance of the Work. The Contractor shall obtain all measurements necessary for the Work and shall be responsible for establishing all dimensions, levels, and layout of the Work.
- C. The Contractor shall be solely responsible for the coordination of its activities with regard to the Project and the activities of other subcontractor's working on the Project and the Owner.
- D. Asbestos Related Work:
  - 1. In accordance with all applicable local, state, and federal guidelines and regulations, the Contractor is responsible for the removal and disposal of all Friable, Category I and Category II Non-Friable ACMs, as well as asbestos-containing debris prior to demolition activities. ACM's are identified within the Survey; the Survey is included in the appendices of the Contract Documents.

2. The Contractor is responsible for demolition to gain access to all ACM within or attached to the building. Additionally, the Contractor is responsible for removal of multiple layers of flooring and their respective adhesives or mastics, which may be discovered during the Work.
  3. The Contractor, or its subcontractor, is responsible for obtaining all notification and permits where required. Prior to the start of abatement, any asbestos abatement project regulated by the State of Minnesota requires a 5 calendar day notification to the MDH and a 10 working day notification to the MPCA.
  4. The asbestos abatement contractor must be licensed by the State to perform the Work and all workers, supervisors and air monitoring personnel must be trained, certified and licensed according to EPA and State regulations.
  5. All State of Minnesota and federal rules and regulations will need to be followed. When a conflict exists, the applicable, stricter requirements shall apply.
  6. All ACM waste must be disposed of at a landfill approved to accept such materials.
- E. Lead-Based Paint Related Work:
1. The Contractor, or its subcontractor, is responsible for stabilization or removal and cleaning of damaged LBP items, including managing lead containing waste for characterization. LBP's are identified within the Survey; the Survey is included in the appendices of the Contract Documents.
  2. The abatement contractor must be certified by the State to perform the Work and the stabilization should be conducted by competent trained personnel in accordance with the OSHA regulation 29 CFR 1926.62.
  3. Waste generated during stabilization or removal activities will be evaluated by toxicity characteristics leaching procedure (TCLP) testing protocol to determine if the material is classified as hazardous waste or industrial waste prior to disposal. The Consultant will collect a sample of the waste stream for the TCLP testing; allow 1-2 weeks for analysis.
- F. Decommissioning/Removal of Regulated Materials:
1. The Contractor, or their subcontractor, is responsible for the decommissioning, removal, recycling, recovery and/or disposal of regulated materials. Regulated materials are identified within the Survey; the Survey is included in the appendices of the Project Specification.
  2. The disposal shall be done in accordance with all local, state and federal regulations and rules.
- G. Demolition
1. The Contractor, or their subcontractor, is responsible for protection of the environment as specified herein, the capping and removal of existing and abandoned private and public utilities, decommissioning and removal of all regulated elevators and elevator related equipment; the demolition and disposal of all buildings, pavements, concrete, landscaping, and related site materials; backfilling and compacting all excavated areas to approved grade; and stabilization and seeding of the site.
  2. All demolition and disposal activities shall be done in accordance with all local, state and federal regulations and rules.
- H. Traffic Devices and Roadway Improvements
1. The Contractor, or their subcontractor, is responsible for specified changes to traffic devices, lights, and signs; the removal of specified curb and sidewalk and installation of newly specified curb and sidewalk
  2. All demolition and disposal activities shall be done in accordance with all local, state and federal regulations and rules.

#### 1.04 CONTRACTS

- A. The Contractor shall perform Work under the lump sum contract. The Contractor shall be fully compensated for labor, equipment, materials, and other items (not specifically mentioned) required to complete the Work in accordance with the Project Specification for the base bid Work.

#### 1.05 WORK BY OTHERS

- A. Asbestos abatement adjacent, ambient and clearance air monitoring will be performed by the Consultant in accordance with applicable state and federal rules and regulations and as stipulated in the Project Specification.

#### 1.06 CONTRACTOR USE OF PREMISES

- A. The Contractor shall coordinate use of premises under direction of Consultant.
- B. The Contractor shall assume full responsibility for continuously staffed security and protection and safekeeping of the project site, including materials and equipment under this Contract.
- C. It is the Contractor's responsibility to obtain and pay for use of additional storage or work areas needed for operations to conduct the Work at no additional cost to Owner.
- D. The Contractor shall not restrict or obstruct means of access and egress inside the buildings on the Site or adjacent properties throughout all phases of the Work conducted as part of the Project in accordance with all State and Local Codes, ordinances, or regulations.
- E. The Contractor shall limit use of the Site to areas indicated in the Project Specification and confine work activities to areas within Site boundaries.
- F. The Contractor shall pay for, acquire, install, and utilize a water meter provided by the City of Bloomington, for all water required to be used at the Site.
- G. The Contractor shall control all emissions at the Site as to not impact surrounding air, water or lands.
- H. The Contractor shall have full use of areas specified within the Site to complete the Work as part of the Project.
- I. The Owner or Consultant may require access to areas of the Work.
- J. Hours of Operation:
  - 1. Contractor's operations shall be limited to the hours of 7:00 a.m. to 10:00 p.m. (local time), Monday through Friday and 9:00 a.m. to 9:00 p.m. on Saturdays. No work is allowed on Sundays or outside of the prescribed City Ordinance 10.29.07.
  - 2. Contractor shall provide a 24-hour notice to the Consultant if requesting additional air monitoring in excess of standard day-shift working hours.
- K. Protection and Repair of Existing Facilities and Utilities: The Contractor shall perform operations carefully and in such a manner as to protect existing facilities and utilities.

Obstructions not identified in the Project Specification may exist and shall be exposed by Contractor without damage. The Contractor shall be responsible for damage to existing facilities and utilities resulting from Contractor's operations, and shall repair or replace damaged items to Owner's satisfaction.

- L. Contractor shall, at all times, conduct operations to ensure least inconvenience to Owner, other contractors, general public, and operation of Site.

PART 2: PRODUCTS [NOT USED]

PART 3: EXECUTION [NOT USED]

\*\*\*END OF SECTION\*\*\*

## SECTION 01020

### SCHEDULE

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. Information under this section includes a description of the anticipated project schedule.

##### 1.02 SCHEDULE OF EVENTS

###### A. Project Milestone Dates

1.	City of Bloomington Police non-destructive training	July 20, 2016
2.	Advertisement #1 for Bidders published and distributed	July 21, 2016
3.	Bid Tour #1 (mandatory attendance at 1 of 3 meetings)	July 25, 2016
4.	Advertisement #2 for Bidders published and distributed	July 28, 2016
5.	Bid Tour #2 (mandatory attendance at 1 of 3 meetings)	Aug 01, 2016
6.	Advertisement #3 for Bidders published and distributed	Aug 04, 2016
7.	Bid Tour #3 (mandatory attendance at 1 of 3 meetings)	Aug 05, 2016
8.	Final day for submittal of questions and project inquiries	Aug 05, 2016
9.	Final issuance of addenda at or before 09:00 a.m.	Aug 08, 2016
10.	Bid opening and tabulation	Aug 11, 2016
11.	City of Bloomington Police & Fire non-destructive training	Aug 13, 2016
12.	Port Authority review and authorization	Aug 16, 2016
13.	Contractor "Notice of Award" issued	Aug 17, 2016
14.	Contractor to provide pre-project submittals	Aug 18, 2016
15.	Contractor submits MPCA 10-Day Abatement Notification	Aug 19, 2016
16.	Contract authorization and "Notice to Proceed" issued	Aug 26, 2016
17.	Contractor submits MDH 5-Day Abatement Notification	Aug 29, 2016
18.	Pre-Construction Meeting – <b>3:00 p.m. at Public Works</b>	Aug 29, 2016
19.	Begin asbestos and regulated material abatement	Sep 06, 2016
20.	City of Bloomington Police destructive training	Sep 17, 2016
21.	City of Bloomington Fire destructive training	Oct 22, 2016
22.	Complete asbestos and regulated material abatement	Oct 28, 2016
23.	Begin utility disconnections and provisions for demolition	Oct 31, 2016
24.	Begin building demolition	Nov 07, 2016
25.	Complete demolition and site stabilization	Dec 30, 2016
26.	Site seeding	Apr 2017
27.	Project Closure and substantial completion	Jun 2017

###### B. Hours of Operation

1. Contractor activities at the Site are restricted to the timetables established by City Ordinance 10.29.07. Those include shift times beginning no sooner than 07:00 a.m. local time and ending no later than 10:00 p.m. local time. Weekend work is allowed on Saturdays from 09:00 a.m. to 9:00 p.m. No work is allowed on Sundays.
2. Contractor requests for work shifts outside of the above timetable are not authorized unless by express written direction from the Owner.

#### PART 2: PRODUCTS [NOT USED]

#### PART 3: EXECUTION [NOT USED]

\*\*\*END OF SECTION\*\*\*



## **SECTION 01025**

### **MEASUREMENT AND PAYMENT**

#### **PART 1 - GENERAL**

##### **1.01 SUMMARY**

- A. Work under this section includes descriptions of the measurement and payment methods for each bid item including directing the Contractor which work items shall have their prices merged and which are considered incidental to the Project.

##### **1.02 MEASUREMENT AND PAYMENT**

###### **A. General**

1. Work under the following specification sections are considered incidental to the Project, and no further compensation will be made.
  - a. Section 01010 – Summary of Work
  - b. Section 01030 – Alternates
  - c. Section 01050 – Project Programs and Labor Requirements
  - d. Section 01200 – Project Meetings
  - e. Section 01300 – Submittals
  - f. Section 01350 – Permits
  - g. Section 01400 – Quality Control Services
  - h. Section 01590 – Temporary Construction Facilities and Utilities
  - i. Section 02500 – Demolition
  - j. Section 02600 – Clearing and Grubbing
  - k. Section 02700 – Pavement Removal
  - l. Section 18000 – Asbestos-Containing Materials Abatement and Disposal
  - m. Section 18100 – Regulated Materials Removal and Disposal
  - n. Section 02200 – Traffic Signs and Devices and Special Provisions
  - o. Section 02350 – Protection of the Environment
  - p. Appendix A – Plan Sheets
2. Measurement and payment criteria are applicable to portions of the work performed.
3. Quantities:
  - a. Survey quantities and measurements indicated in the Contract Documents are estimates only. Bidder must assess and verify actual quantities.
  - b. A Change Order may be submitted if the scope of work changes. Change Order approval will be required from the Owner.
4. Measurement of Survey Quantities:
  - a. Measurement of survey quantities expressed as volume shall be based upon cubic foot dimensions using mean length, width and height.
  - b. Measurements of survey quantities expressed as area shall be based square foot dimensions using mean length and width or radius.
  - c. Measurements of survey quantities expressed as linear means shall be based linear foot dimensions using a projected length.
  - d. Lump Sum/Price: Items measured by volume, area, or linear means or combinations shall be included in the Lump Sum Base Bid Total.
5. Payment:
  - a. Payment for lump sum bid shall constitute full compensation for all required labor, products, tools, equipment, plant, transportation, services, and incidentals: erections, application on installation of an item of the work required to complete all work specified under that particular item including

cleanup, and all costs for doing related work as set forth in these specifications or implied in carrying out their intent. The lump sum price shall be deemed to include an allowance for overhead and profit.

- b. Final payment for work governed will be made on the basis of completed work as outlined on the Contractors approved schedule of values.
  - c. Requests for payment shall be in accordance with the Contract Agreement.
  - d. Payment will be made to the limits as specified in the Contract Documents and identified in the Project Specifications. The payment for quantities that exceed the contract quantities can only be obtained through an approved Change Order before contract quantities are exceeded. Change Orders shall only be approved in the scope of work specified in the Contract Documents and identified in the Project Specifications.
  - e. No partial payments shall be made for the removal or demolition of items which have not been tested and approved.
  - f. No partial payment shall be made for material delivered to the site or stored.
  - g. Payment for approved unit price items will be made monthly based on quantity estimated by Contactor, and verified by Owner. Final payment will be based on actual field measured quantities.
6. Defect Assessment:
- a. Replace the work, or portions of the work, not conforming to specified requirements.
  - b. If, in the opinion of Owner, it is not practical to remove and replace the work, Owner will direct one of the following remedies:
    - i. The defective work may remain, but the unit/price will be adjusted to a new sum/price at the discretion of Owner.
    - ii. The defective work will be partially repaired to the instructions of Owner, and the unit/sum price will be adjusted to a new sum/price at the discretion of the Owner.
  - c. The individual specification sections may modify these options or may identify a specific formula or percentage sum/price reduction.
  - d. The authority of Owner to assess the defect and identify payment adjustment is final.
7. Non-Payment for Rejected Products:
- a. Payment will not be made for any of the following:
    - i. Products disposed of in a manner that is not acceptable.
    - ii. Products determined as unacceptable before or after placement.
    - iii. Products placed beyond the lines and levels of the required work.
    - v. Products remaining on hand after completion of the work.
    - vi. Loading, hauling, and disposing of rejected products.

B. Asbestos Related Work Bid items.

- 1. Basis of Measurement: The Work required for this item will be measured on the basis of satisfactory evidence of the complete removal and disposal of Friable, Category I and II Non-Friable ACMs.
- 2. Basis of Payment: the abatement of ACMs will be paid according to the contract lump sum price.
- 3. Basis of Approval: Any increase or decrease to the scope of work shall be field verified and approved in writing prior to authorization and payment.

C. Regulated Materials Related Work Bid items.

- 1. Basis of Measurement: The Work required for this item will be measured on the basis of satisfactory evidence of the complete removal, recovery, recycling or disposal of regulated materials.
- 2. Basis of Payment: the removal, recovery, recycling or disposal of regulated

- materials will be paid according to the contract lump sum price.
3. Basis of Approval: Any increase or decrease to the scope of work shall be field verified and approved in writing prior to any authorization and payment.

PART 2: PRODUCTS [NOT USED]

PART 3: EXECUTION [NOT USED]

\*\*\*END OF SECTION\*\*\*

## **SECTION 01030**

### **ALTERNATES**

#### **PART 1 - GENERAL**

##### **1.01 SUMMARY**

- A. Work under this section includes requirements for the administration and procedures for Alternates.

##### **1.02 DEFINITION**

- A. An Alternate is the lump sum amount stated on the Bid Schedule by the Bidder to conduct a specified item of work that may be added or deducted from the base bid upon the Owner's discretion.
  - 1. The specified item of work could include additional work to be completed or products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 2. The addition or deduction of the Alternate work to the Contract will result in a net credit or cost to the Contract sum.

##### **1.03 PRODEDURES**

- A. Schedule: Alternates to the work shall be included into the work and completed by the dates as outlined in the Bid Schedule.
- B. Notification: Upon award of the Contract, the Contractor shall immediately notify, in writing, all parties involved with the status of each Alternate.
  - 1. The status of each Alternate is to include whether the Alternate has been accepted, rejected or deferred.
  - 2. The status of each Alternate shall include a complete description of any modifications of the Contract negotiated for the Alternates.
- C. Coordination: The Contractor shall adjust or modify adjacent work as necessary to fully integrate the Alternates to the Contract.
  - 1. As part of the Alternate, the Contractor shall include any miscellaneous devices, accessory objects, or similar items incidental to or required in order to fully integrate the Alternate.
- D. The Alternates accepted as part of the Contract shall be executed under the same conditions as other work defined in the Contract Documents.

#### **PART 2: PRODUCTS [NOT USED]**

#### **PART 3: EXECUTION [NOT USED]**

**\*\*\*END OF SECTION\*\*\***

## **SECTION 01050**

### **PROJECT PROGRAMS AND LABOR REQUIREMENTS**

#### **PART 1 - GENERAL**

##### **1.01 SUMMARY**

- A. Section Includes:
  - 1. Description of requirements of the City of Bloomington (City) Business Program.
  - 2. Wage Rates Requirements.
  - 3. Project Labor Agreements.

##### **1.02 BUSINESS PROGRAM**

- A. Requirements of the City of Bloomington Business Program
  - 1. Small Underutilized Business Program Goals for the Work are not required by the contract.

##### **1.03 AFFIRMATIVE ACTION REQUIREMENTS**

- A. Employment Goals
  - 1. Employment goals are not stipulated for the Work and are not required by the contract.

##### **1.04 WAGE RATES REQUIREMENTS**

- A. The Work is subject to current Prevailing Wage Rates in the State of Minnesota as listed in Appendix C.

##### **1.05 PROJECT LABOR AGREEMENT**

- A. The Work is subject to the requirements of the current Minnesota Department of Labor and Industry Prevailing Wage labor agreement.

#### **PART 2: PRODUCTS [NOT USED]**

#### **PART 3: EXECUTION [NOT USED]**

**\*\*\*END OF SECTION\*\*\***

**SECTION 01200**  
**PROJECT MEETINGS**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. Section includes requirements for project meetings onsite.

**1.02 PRECONSTRUCTION MEETING**

- A. Owner's Consultant will schedule and conduct a pre-construction meeting to be held prior to beginning Work.

**1.03 BI-WEEKLY PROGRESS MEETINGS**

- A. Bi-weekly progress meetings to be held on an agreed upon day by Owner, Consultant and Contractor. Owner's Consultant will conduct bi-weekly meetings.

**1.04 SUBSTANTIAL COMPLETION MEETING**

- A. Owner's Consultant will schedule and conduct a substantial completion meeting to be held upon the completion of the Work.

**PART 2: PRODUCTS [NOT USED]**

**PART 3 – EXECUTION**

**3.01 PRE-CONSTRUCTION MEETING**

- A. Notice of preconstruction meeting received by attendees a minimum of five (5) calendar days prior to meeting date.
- B. Attendees at the preconstruction meeting.
  - 1. Owner
  - 2. Consultant
  - 3. Contractor's project manager and site supervisor.
- C. Notice to include
  - 1. Date
  - 2. Time
  - 3. Agenda
    - a. Safety programs
    - b. Review submittals
    - c. Review the responsibilities of each party
    - d. Verify utility requirements
    - e. Coordinate space requirements
    - f. Address Contractors' questions
    - g. Review lines of authority and communication
    - h. Review principal features of Work

- i. Review methods for documenting and reporting, and for distributing documents and reports
  - j. Review the time schedule for the Work
  - k. Review progress schedules
  - l. Payrolls and labor relations
  - m. Environmental protection and conservation
  - n. Payment and procurement of materials.
- D. Specifics of Contractor's health, safety, and emergency plan shall be discussed so emergency procedures and safety requirements are understood by those directly related to site Work.

### 3.02 PROGRESS MEETINGS

- A. Consultant shall schedule and administer progress meetings bi-weekly and such additional meetings as required, or as requested by Owner.
- B. Attendance:
  - 1. Owner (optional)
  - 2. Consultant
  - 3. Contractor's project manager and site supervisor
  - 4. Subcontractors as appropriate to agenda
- C. General Meeting Requirements:
  - 1. Consultant shall administer following general requirements for progress meetings.
    - a. Prepare agenda for meetings
    - b. Make physical arrangements for meetings
    - c. Preside at meetings
    - d. Record significant proceedings and decisions of meeting
  - 2. The Consultant will reproduce and distribute copies of meeting record within five (5) business days after each meeting to participants in meeting and to parties affected by decisions made at meeting.
- D. Typical Agenda:
  - 1. Review and approval of record of previous meeting
  - 2. Review of Work progress since previous meeting
  - 3. Field observations, problems, and conflicts
  - 4. Problems impeding Work schedule
  - 5. Corrective measures and procedures to regain projected schedule
  - 6. Revisions to project schedule
  - 7. Planned progress during Work period
  - 8. Coordination of schedule
  - 9. Review submittal schedules; expedite as required
  - 10. Maintenance of quality and safety standards
  - 11. Pending changes and substitutions
  - 12. Review proposed changes for effect on construction schedule and completion date, and on other contracts of project
  - 13. Other business

### 3.03 SUBSTANTIAL COMPLETION MEETING

- A. Consultant will schedule and conduct a substantial completion meeting to be held upon the completion of the Work.

- B. Attendance:
  - 1. Owner
  - 2. Consultant
  - 3. Contractor's project manager and site supervisor
  - 4. Subcontractors as appropriate to agenda
- C. General Meeting Requirements:
  - 1. Consultant shall administer following general requirements for substantial completion meeting.
    - a. Prepare agenda for meetings
    - b. Make physical arrangements for meetings
    - c. Preside at meetings
    - d. Record significant proceedings and decisions of meeting
  - 2. The Consultant will reproduce and distribute copies of meeting record within five (5) business days after each meeting to participants in meeting.
- D. Typical Agenda:
  - 1. Review and approval of record of previous meeting
  - 2. Review of completion of Work
  - 3. Review changes and substitutions
  - 4. Payment and procurement of materials
  - 5. Other final business

\*\*\*END OF SECTION\*\*\*



## **SECTION 01300**

### **SUBMITTALS**

#### **PART 1 - GENERAL**

##### **1.01 SUMMARY**

- A. Contractor shall:
  - 1. Transmit each submittal labeled with the Project name, name of the submittal, and Section and page number of these Contract Documents in which the submittal was required. Indicate the type or purpose of the submittal as more fully described elsewhere in this section with regard to the Schedule of Submittals. Transmit the correct number of copies as described below for each type of submittal. Each submittal shall be accompanied by a transmittal letter stating the same information.
  - 2. Transmit all submittals to the Consultant at the address set forth in the Project Directory and to the attention of the Contact designated by Consultant.
  - 3. Apply Contractor's stamp, signature or initials certifying that review and coordination of information is in accordance with the requirements of the Work and Contract Documents. Unstamped or unsigned submittals may be returned without action.
  - 4. Schedule submittals to expedite Project and in accordance with the Schedule of Submittals to be prepared by Contractor. Coordinate submission of related items.
  - 5. Identify all variations or deviations from the Contract Documents and identify alternative products or system limitations which may be detrimental to successful performance of the completed Work.
  - 6. Provide space for Consultant review stamps and comments on all submittals.
  - 7. Revise and resubmit submittals as required in a timely manner. Identify all changes made since previous submittal.
  - 8. Promptly distribute copies of reviewed submittals to Subcontractors, suppliers, and other concerned parties. Instruct parties to promptly report any inability to comply with provisions.
  - 9. Do not proceed with any Work requiring a submittal, including resubmittal, to Consultant until the submittal has been returned to Contractor without a requirement for resubmittal.
- B. All submittals that are made that are not specifically required by the Contract Documents may be returned without action.
- C. All submittals shall come from the Contractor and submittals directly from Subcontractors or vendors may be returned without action.

##### **1.02 PROGRESS SCHEDULE**

- A. Contractor shall submit an initial progress schedule within fifteen (15) working days after date of Notice to Proceed.
- B. The Contractor shall revise the finalized progress schedule from time to time, as may reasonably be requested by Consultant or Owner, to reflect the current status and progress of the Work and the operations necessary to complete the Work as required.
- C. The progress schedule shall clearly illustrate the sequence of the Work (by locations and other factors as may be appropriate) to be followed by Contractor to efficiently progress with the Work.

### 1.03 SCHEDULE OF VALUES

- A. Contractor shall submit a preliminary schedule of values and a finalized schedule of values within fifteen (15) working days after date of Notice to Proceed and in the form herein specified.
- B. The Contractor shall identify line items with numbers and titles of Project Specification sections.

### 1.04 SCHEDULE OF SUBMITTALS

- A. Contractor shall submit a preliminary schedule of submittals within fifteen (15) working days after date of Notice to Proceed. Contractor shall submit a finalized schedule of submittals within five (5) working days after date of Notice to Proceed except that this finalized schedule of submittals to Consultant and Owner will be submitted prior to beginning any Work.
- B. The schedule of submittals shall be in tabular form listing all submittals which are required by the Contract Documents and the date on which Contractor will make submittal. As a minimum, the schedule of submittals shall consist of the following columns:
  - 1. SUBMITTAL NUMBER: Number consecutively.
  - 2. SECTION NO.: Section number or description of location in Contract Documents where submittal is requested.
  - 3. PAGE NO.: Page number of section in Contract Documents where submittal is requested.
  - 4. ITEM: Description of item or items to which submittal pertains.
  - 5. SUBMITTAL TYPE: A letter code indicating what type of submittal was requested. The type key shall be as follows:
    - a. Information or Documentation
    - b. Review
    - c. Approval
    - d. Alternate Product Supporting Data
    - e. Administrative such as schedules, etc.
  - 6. DEFICIENCIES: Manner in which submittal or proposed alternate product does not meet the requirements of the Contract Documents.
  - 7. DEVIATIONS: Manner in which submittal or proposed alternate product deviates from the requirements of the Contract Documents
  - 8. ANTICIPATED Date on which Contractor anticipates SUBMITTAL DATE: submittal to be delivered to Consultant.
  - 9. RESPONSE REQUIRED: Indicate yes if Contractor anticipates response from Consultant and no if no response is anticipated.
- C. The Schedule of Submittals will be reviewed by Consultant and the Consultant will respond in writing, listing deficiencies. The Contractor shall not list submittals not called for in the Contract Documents. The schedule shall include all items for which Contractor proposes to use substitute or "or equal" products. Contractor shall correct deficiencies and resubmit schedule of submittals prior to beginning any Work.

### 1.05 REVIEW OF SUBMITTALS

- A. The Consultant's review of data will cover only general conformity of the data to the Project Specifications and Contract Documents, external connections, and interfaces with

equipment and materials furnished under separate specifications. The Consultant's review does not indicate a thorough review of all dimensions, quantities, and details of the equipment, material, device, or item indicated or the accuracy of the information or documentation submitted; nor shall review or approval by the Consultant be construed as relieving the Contractor from any and all responsibility for errors or deviations from the requirements of the Contract Documents.

- B. All data submitted, after final processing by the Consultant shall become a part of the Contract Documents and the work indicated or described thereby shall be performed in conformity therewith unless otherwise required by the Owner.

#### 1.06 SUBMITTAL FOR INFORMATION OR DOCUMENTATION

- A. Submit one copy to Consultant and one copy to Owner.
- B. If possible, Submittal shall be made at least 5 days before the subject of the submittal is to be incorporated into the Work.
- C. Submittal is for the purpose of formal verification that the subject of the submittal conforms to the requirements of the Project Specifications, for formal documentation of the Work, or both.
- D. No action is required by Owner or Consultant. Consultant will generally notify Contractor if deficiencies are identified; however Contractor is solely responsible for ensuring that the subject of the submittal conforms to the requirements of the Project Specifications.

#### 1.07 SUBMITTAL FOR REVIEW

- A. Submit two copies to the Consultant and one copy to Owner.
- B. Submittal shall be made at least 5 days before the subject of the submittal is to be incorporated into the Work. Consultant will respond within 5 days from receipt of submittal.
- C. Submittal is for the purpose of providing opportunity to Consultant for review and comment on the subject of the submittal.
- D. Consultant will respond to the submittal either with a list of comments or indicating no comments.
- E. If Consultant's comments indicate a deficiency with respect to the requirement of the Project Specifications, Contractor shall amend the submittal and resubmit. Consultant will again respond to the resubmittal.
- F. If Consultant's comments are in regards to an issue which based upon the Contract Documents is at Contractor's discretion, Contractor shall furnish additional information provide justification, and otherwise cooperate in addressing and resolving Consultant's comments.
- G. Contractor shall remain solely responsible for ensuring that the subject of the submittal conforms to the requirements of the Project Specifications.

#### 1.08 SUBMITTAL FOR APPROVAL

- A. Submit two copies to the Consultant and one copy to Owner.
- B. Submittal shall be made at least 5 days before the subject of the submittal is to be incorporated into the Work. Consultant will respond within 5 days from receipt of submittal.
- C. Submittals shall be stamped with Contractor's approval. Contractor's stamp shall be a representation that Contractor has assumed full responsibility for determining the submittal requirements and verifying that the subject of the submittal conforms to the requirements of the Project Specifications. Submittals not bearing Contractor's stamp may be returned without review or action.
- D. Consultant will review, make notations as appropriate, stamp, and return submittals to Contractor. Consultant's stamp and Contractor's required action are described below:
  - 1. NO EXCEPTIONS TAKEN. Contractor may proceed without further action.
  - 2. RECOMMENDED REVISIONS NOTED. Contractor shall review Consultant's notations and revise subject of submittal as required to conform to the requirements of the Project Specifications before proceeding with the Work. Resubmittal is not required.
  - 3. RESUBMIT. Contractor shall review Consultant's notations, revise subject of submittal as required to conform to the requirements of the Project Specifications, and resubmit to CONSULTANT for additional action.
  - 4. REVIEW COMPLETE, FURNISH THREE FILE COPIES. Contractor shall furnish the requested number of copies and may proceed without further action.
- E. Work may proceed when submittals have been returned marked RECOMMENDED REVISIONS NOTED, provided the work is performed in accordance with the Consultant's notations, or NO EXCEPTIONS TAKEN.

#### 1.09 SUBCONTRACTOR LIST AND SUBMITTALS

- A. The Contractor shall submit a list of all subcontractors required to perform the Work.
- B. The Contractor shall include the subcontractor's company names, addresses, telephone numbers, facsimile numbers, the names of primary contacts and any other pertinent information related to the subcontractors.

#### 1.10 CERTIFICATES/DOCUMENTS AND SUBMITTALS

- A. A copy of the Contractor's insurance certificate to conduct the work.
- B. A current copy of the Contractor's MDH Asbestos Abatement Contractor License.
- C. Copies of the Contractor's renovation/demolition notices as required state and federal agencies.
- D. A copy of the Contractor's written respirator program that meets the federal requirements.
- E. A copy of the Contractor's OSHA compliance monitoring plan, including the Contractor's testing laboratory and qualifications.
- F. A site specific Health and Safety Plan for the Work to be conducted at the Site.
- G. Copy of the Contractor's Demolition and Asbestos Abatement Project Plan that meets

MDH rules and regulations.

- H. A list of all workers and supervisors conducting the work, with copies of their current MDH certificates (hard card), medically monitoring documentation from a physician that determining the individual is capable of working while wearing the required respiratory protection as required by OSHA 29 CFR 1926.1101, and documentation that the individual who must enter the containment and work areas have passed respirator fit tests and have been assigned an appropriate respirators.
- I. The name and location of the disposal facilities where wastes generated from the Work will be transported. Landfills utilized for disposal activities must be approved by the EPA to accept appropriate waste materials.

#### 1.11 PROGRESS REPORTS AND SUBMITTALS

- A. The Contractor shall submit to the Consultant the following items (when applicable) as requested by the Consultant while performing the work:
  - 1. Daily entry logs documenting the names of all personnel entering or leaving any containment or work areas.
  - 2. The Contractor's results of all personal air sampling data collected during the Work.
  - 3. The Contractor's daily logs, detailing Work activities any unusual events that occurred at the Site during the Work.
  - 4. Pressure monitoring data including manometer calibrations.
  - 5. Waste removed and transport from the Site and disposal certificates (waste manifests) upon the waste reaching the destination of the Landfill. Submit a completed copy of each within 24 hours of the landfill receiving the materials.
  - 6. Records of any injuries, accidents, emergency evacuations, emergency cleanup, or other safety incidents within 24-hours of each occurrence.
  - 7. Amended permits and notification within 24-hours of changes.

#### 1.12 ALTERNATE PRODUCT SUPPORTING DATA

- A. If the Contractor proposes to use alternate or substitute products, the Contractor shall submit written application detailing the alternate or substitute products.
- B. Submit two (2) copies of literature, drawings, and any other data necessary to substantiate that proposed substitute is equivalent or equal to the item named, and otherwise meets the conditions and requirements established in the Contract Documents.
- C. Do not proceed with product installation or use until written approval by Consultant is received.

#### 1.13 RECORD DOCUMENTS

- A. Submit one original copy to the Owner and one duplicate to the Consultant of all record documents (or clearly legible copies) prior to Substantial Completion.
- B. Record documents consist of all Drawings, Project Specifications, Addenda, Change Orders, and Shop Drawings legibly annotated to reflect all changes made during construction.

#### 1.14 WARRANTY OR GUARANTEE CERTIFICATES

- A. Submit three (3) executed copies prior to Substantial Completion.
- B. All warranty or guarantee certificates shall be signed by the Contractor and all other parties as requested in specific sections.

1.15 BASIS FOR COMPENSATION

- A. All costs to comply with the requirements of this Section of the Project Specifications shall be considered to be included in the Contract Price and no additional compensation will be provided.

PART 2: PRODUCTS [NOT USED]

PART 3: EXECUTION [NOT USED]

\*\*\*END OF SECTION\*\*\*

## **SECTION 01350**

### **PERMITS**

#### **PART 1 - GENERAL**

##### **1.01 SUMMARY**

- A. Contractor shall acquire and pay for all permits required to conduct the Work including, but not limited to, the following.
  - 1. MDH Asbestos Abatement Permits requiring a 1% fee.
  - 2. MPCA Asbestos Abatement notifications and authorization.
  - 3. City, County, and all local permits, if any, associated with the removal and disposal of asbestos-containing materials, including any necessary landfill approvals.
  - 4. MPCA Demolition notifications and authorization.
  - 5. City, County, and all local permits, if any, associated with the demolition of structures.
  - 6. All Utility permits required to perform the work.
  - 7. All FAA and MAC permits required to perform the work.
  - 8. All MPCA SWPPP permits required to perform the work.
  - 9. All road and traffic permits required to perform the work.
  - 10. MnDOT Right of Way permit required for the removal of East 78<sup>th</sup> Street
  - 11. Hennepin County Right of Way permit required for work on 24<sup>th</sup> Avenue
- B. Contractor shall acquire and pay for all public and private utility locates, including payment of service and permit fees for such.

##### **1.02 BASIS FOR COMPENSATION**

- A. All costs to comply with the requirements of this Section of the Project Specifications shall be considered to be included in the Contract Price and no additional compensation will be provided.

#### **PART 2: PRODUCTS [NOT USED]**

#### **PART 3: EXECUTION [NOT USED]**

**\*\*\*END OF SECTION\*\*\***

**SECTION 01400**  
**QUALITY CONTROL SERVICES**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. Section lays out the requirements for laboratory services and the Consultant's scope of work related to the Project.

**1.02 INSPECTION AND TESTING LABORATORY SERVICES**

- A. The Consultant will perform inspections, testing, and other services specified in individual Sections as part of the Project.
- B. The Contractor shall cooperate with the Consultant and the Owner to perform inspections, testing, and other services. The Contractor shall furnish samples of materials, equipment, tools, and assistance as needed upon request of the Consultant or the Owner.
- C. Retesting resulting from nonconformance to specified requirements and confirmation samples requested by the Contractor will be performed by the Consultant. The retesting or confirmation sample cost will be charged to the Contractor and will be deducted from the Contract Sum by Change Order.
- D. Results from a testing laboratory utilized by the Contractor for its sole use shall in no way relieve the Contractor of obligations to perform the Work in compliance with requirements of Contract Documents.
- E. The requirements Contract Documents or Scope of Work for the Project will not be revoked, altered, or enlarged as a result of a Contractor testing laboratory.

**1.03 CONSULTANTS SCOPE OF WORK**

- A. Observe and document the Contractor's work practices and procedures to ensure all applicable local, state and federal rules and regulations pertaining to asbestos abatement and demolition are followed.
- B. Conduct visual inspections of the Contractor's containments or work areas to ensure all required items are in place prior to abatement, the Work Area is free of any ACM after abatement and that all abatement controls and equipment have been removed after tear-down of the containments or work areas.
- C. Perform visual inspections of the Contractor's containments or work areas to ensure all barriers are sealed, the manometer, HEPA filtration units and decontamination unit are in proper working order.
- D. Perform background, ambient, adjacent and clearance air monitoring before/during/after abatement activities.
- E. Generate a daily log detailing the day's activities. The daily logs shall include a list of all Wenck employees on site each day as well as all employees for the Contractor.



- F. Generate air sampling maps detailing the layout of containments or work areas and the location of air samples.
- G. Generate and maintain sign-off sheets that require signatures of Wenck personnel and a representative of the Contractor, stating that the various visual inspections have occurred and passed.

#### 1.04 AIR MONITORING

This section describes air monitoring activities to be carried out by Consultant on behalf of the Owner during asbestos related work.

- A. Air monitoring of all asbestos related work will be done in accordance with MDH rules and regulations.
- B. Phase Contrast Microscopy air samples will be analyzed on-site by the Consultant using NIOSH 7400A Method. All results shall be available within 24 hours.
- C. The number and volume of air samples collected by the Consultant will be related to the type of activity in progress, in accordance with local, state and federal regulations.
- D. Prior to the start of a Project, the Consultant will collect background air samples to establish airborne fiber concentrations.
- E. During daily abatement activities, the Consultant will perform air monitoring from the initiation of containment or work area set-up until clearance sampling has been completed and passed. Air monitoring may include the following:
  - 1. Adjacent air sampling: Air samples will be collected adjacent to work areas at locations that are most likely to experience a breach, including but not limited to adjacent to critical barriers, electrical panels, HEPA filtration units and bags outs. Adjacent air sampling will also be collected within 10 feet of all mini containments, glovebag and wrap and cut procedures.
  - 2. Decontamination unit air sampling: Air samples will be collected within 10 feet from the opening of each decontamination unit.
  - 3. Inside duration air sampling: Air sample may be collected inside a work area during the entire duration of abatement.
  - 4. HEPA exhaust air sampling: Air samples may be collected inside a poly cube where a HEPA filtration unit is exhausting into, only if it is not feasible to exhaust outside.
  - 5. Bag-out air sampling: Air samples may be collected adjacent to a bag-out during waste transferring activities.
  - 6. Ambient air sampling: Air samples may be collected throughout a Building while asbestos abatement activities are occurring if concern has been raised by occupants.
  - 7. Fiber levels for all daily abatement air monitoring must be less than or equal to 0.01 f/cc, unless an alternate airborne clearance criteria has been established from background sampling. Should an air sample fail this standard, the Contractor shall bear ALL costs for the time and materials required to re-clean and clear the area.
  - 8. At the conclusion of abatement activities, The Consultant will perform clearance air monitoring inside the containments or work areas if applicable. Clearance sampling criteria are as follows:
    - a. Clearance sampling shall consist of a minimum of five air samples that shall be collected simultaneously from inside the containment area. A minimum of 2000 liters of air shall be collected on all samples using a calibrated pump flow rate of no more than 16 liters of air per minute.

- b. A one horsepower leaf blower shall be used to aggressive the air by directing the flow of air onto all surfaces within the containment area.
  - c. One 20-inch diameter box fan will be used per 10,000 cubic feet of air space within the containment to continually move air during clearance sample collection. Each fan shall be directed toward the ceiling and shall run the entire duration of the clearance sampling duration.
- 9. The containment shall be considered cleared once all final clearance samples meet clearance criteria of less than or equal to 0.01 f/cc.
- 10. Should clearance sampling fail, the Contractor shall re-clean the entire containment area as directed in MDH rules 4620.3575. The Contractor shall bear ALL costs for the time and materials required to re-clean and re-clear the containment. The above mentioned process shall be repeated until clearance has been established.
- 11. The Contractor may choose to perform its own air monitoring and laboratory testing, but shall do so at cost to the Owner.

## 1.05 ACTION LEVELS

- A. This section sets forth airborne fiber concentration action levels and describes the response actions required by the Contractor if an action level is exceeded.
- B. Outside Work Area: Fiber levels in areas adjacent to the containments or work areas shall not exceed 0.01 f/cc or background levels, whichever is higher.
  - 1. If the fiber concentration in the air outside a containment or work area exceeds 0.01 f/cc, the Contractor shall evacuate any occupied area that is immediately adjacent to the containments or work areas. Evacuation and corrective measures will be conducted in accordance with MDH rules and regulations.
  - 2. The Contractor shall then check the integrity of the containments or work areas to determine if there are any breeches and ensure all HEPA filtration units are properly functioning.
  - 3. The Contractor will then begin the process of decontaminating the affected areas, which may include, the set-up of a new regulated area encompassing the affected area. This will include; the installation of new critical barriers around the affected area, the set-up of an additional decontamination unit at the entrance of the affected area, the requirement of personal protective equipment and respiratory protection.
  - 4. Once the affected area is separated from the remainder of the Building, the Contractor shall wet wipe and HEPA vacuum all surfaces within the affected area.
  - 5. At the conclusion of the cleaning of all affect areas, clearance air sampling will be performed to ensure the area is clean prior to re-occupation. Under no circumstances is the affected area to be re-occupied without successful clearance sampling.
  - 6. If the Contractor feels that the elevated fiber levels are the results of non-asbestos fibers or dust in the air, they may choose to have air samples re-analyzed using transmission electron microscopy, at the Contractor's expense.
- C. Inside Work Area: Fiber levels inside containments or work areas during active abatement shall not exceed 0.1 f/cc.
  - 1. The Contractor shall stop abatement activities if fiber levels exceed 0.1 f/cc and shall not resume work until fiber levels have been reduced to less than 0.1 f/cc. It is the Contractor's responsibility to employ appropriate fiber control methods during abatement activities.

PART 2: PRODUCTS [NOT USED]

PART 3: EXECUTION [NOT USED]

\*\*\*END OF SECTION\*\*\*

## **SECTION 01590**

### **TEMPORARY CONSTRUCTION FACILITIES AND UTILITIES**

#### **PART 1 - GENERAL**

##### **1.01 SUMMARY**

- A. Section includes requirements for Contractor supplied field office and temporary utilities.

##### **1.02 PROTECTION OF MATERIALS AND WORK**

###### **A. Security:**

1. The Contractor shall protect the Site with 24-hour security services. Security services must provide experienced and trained security guard presence on-site during all unoccupied shift time, including nights and weekends.
2. The Contractor shall control site security and activity at all times.

##### **1.03 PARKING, MATERIAL STORAGE, AND STAGING AREAS**

###### **A. Coordination:**

1. The Contractor shall coordinate the location of storage areas, staging areas and dumpster locations with the Owner, Owner's representative and other Contractors working on the site.

##### **1.04 SAFETY**

###### **A. Policies and Procedures:**

1. The Contractor shall comply with safety policies and procedures of the contract documents and local, state and federal regulations, including the requirements and guidelines outlined in the following City of Bloomington programs and policies:
  - a. City of Bloomington Public Works Confined Space Entry Program
  - b. City of Bloomington Public Works – Contractor Safety and Health Policy
  - c. City of Bloomington Public Works – Contractor Safety Policy

##### **1.05 UTILITY REQUIREMENTS**

###### **A. Electrical:**

1. Owner to provide existing temporary power supply during abatement activities. If temporary power is not available due to abatement or demolition related causes, the Contractor shall provide and pay for temporary power supply for construction activities, field office and appurtenances.
2. Cost of temporary power supply shall be paid by the Contractor.
3. The Contractor shall supply and install any temporary GFCI panels associated with the work.

###### **B. Water:**

1. Contractor to acquire and pay for a City water meter to provide water at the Site for Contractor's use unless otherwise noted. Contractor shall acquire any and all necessary permits for water usage at the Site.
2. If water is unavailable from typical City supplied sources, the Contractor shall provide and pay for water for usage at Site unless otherwise noted.
3. Contractor shall supply potable water for personnel use at Site unless otherwise

noted.

C. Sanitary facilities:

1. Contractor shall provide sanitary facilities for personnel at the Site.

D. Lighting:

1. Contractor shall furnish such temporary lighting fixtures as may be required to perform the Work.

E. Heat:

1. Contractor shall make all arrangements and pay for all necessary requirements to assure that tempered air is accessible and utilized for the Work.
2. Cost of temporary heat supply shall be paid by the Contractor.

F. Ventilation:

1. Provide ventilation of enclosed areas for safety.

G. Fire Protection:

1. Contractor shall make all arrangements necessary to assure that the Site and the Work has adequate fire protection services throughout the duration of the Work. Any special fees or charges imposed by the local governmental units or other organization to provide such services shall be paid by Contractor.

H. Telephone:

1. Contractor to provide cell phone service to supervisory personnel on site.

## 1.06 SITE MAINTENANCE

A. Maintenance:

1. The Contractor shall maintain the Site in a clean and orderly condition free of waste and debris resulting from the Work.
2. The Contractor shall install approved fabric barrier to the existing fencing to establish privacy and security for the site. See Appendix C for proprietary fence screen specs.

B. Trash Disposal:

1. The Contractor shall be responsible for collecting and properly disposing of all trash and debris. Trash, debris, and waste shall not be allowed to accumulate.

C. Completion of Work:

1. The Contractor shall remove all equipment, materials, waste and debris resulting from the Work.
2. The Contractor shall leave all Work areas and areas occupied during the Work in a clean condition.
3. At final completion of the Work, Contractor shall remove and relinquish all existing security fencing. If no party shall accept the existing fencing, the Contractor shall either dispose or recycle the fencing as applicable.

## PART 2: PRODUCTS [NOT USED]

## PART 3: EXECUTION [NOT USED]

\*\*\*END OF SECTION\*\*\*

## **SECTION 01600**

### **TEMPORARY STORAGE AND USE OF SITE**

#### **PART 1 - GENERAL**

##### **1.01 SUMMARY**

- A. Section includes requirements for Contractor use of Site for the storage of construction materials suitable for recycling or material re-use.

##### **1.02 TEMPORARY MATERIAL STORAGE, AND STAGING AREAS**

- A. Coordination:
  - 1. The Contractor shall coordinate the location of storage areas designated for short-term storage of building materials suitable for recycling, salvage, or re-use. All temporary material storage areas and Site locations will be available up to March 31, 2017 or as directed otherwise by the Owner, Owner's representative or other agency.
- B. The Contractor must comply with City Ordinance 15.202 Temporary Stockpiles.

##### **1.03 SAFETY**

- A. Policies and Procedures:
  - 1. The Contractor shall comply with safety policies and procedures of the contract documents and local, state and federal regulations, including the requirements and guidelines outlined in the City of Bloomington Safety Standards.

#### **PART 2: PRODUCTS [NOT USED]**

#### **PART 3: EXECUTION [NOT USED]**

**\*\*\*END OF SECTION\*\*\***

**SECTION 01700**  
**CONTRACT CLOSEOUT**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. Work under this section includes descriptions of the final Site requirements prior to a final walk-through and project record documents required for contract closeout approval.
- B. All submittals shall come from the Contractor unless otherwise approved from the Owner or Consultant.

**1.02 FINAL CLEANING**

- A. The Contractor shall remove temporary enclosures, protection, or labels, and foreign substances or materials prior to final walk-through.
- B. The Contractor shall remove all equipment, materials, waste and debris resulting from the Work prior to final walk-through.
- C. The Contractor shall leave all work areas and areas occupied during the Work in a condition prescribed in these specifications prior to final walk-through.

**1.03 PROJECT RECORD DOCUMENTS**

- A. The Contractor's daily entry logs documenting the names of all personnel entering or leaving any containment or work areas.
- B. The Contractor's results of all personal air sampling data collected during the Work.
- C. The Contractor's daily logs, detailing Work activities any unusual events that occurred at the Site during the Work.
- D. Pressure monitoring data including manometer calibrations.
- E. All waste removed and transported from the Site and disposal certificates (waste manifests) upon the waste and demo debris reaching the destination of the landfill. Submit a completed copy of each within 24 hours of the landfill receiving the materials.
- F. Records of any injuries, accidents, emergency evacuations, emergency cleanup, or other safety incidents.
- G. Original and amended permits and notification.

**PART 2: PRODUCTS [NOT USED]**

**PART 3: EXECUTION [NOT USED]**

\*\*\*END OF SECTION\*\*\*

**SECTION 02200**  
**TRAFFIC SIGNS AND DEVICES**

**PART 1 - GENERAL**

**1.01 REMOVE EXISTING CROSSWALK ON SOUTH LEG OF INTERSECTION**

- A. Item Includes:
1. Removing signs, pedestrian ramps, push buttons, and pavement markings related to the existing pedestrian crossing location.
  2. Installing "No Pedestrian" signs on the south leg of the intersection.

**1.02 SIGN CHANGES ON MAST ARMS**

- A. Item Includes:
1. Removing existing American Boulevard S. sign on southeast mast arm.
  2. Installing new 24<sup>th</sup> Avenue S. sign on southeast mast arm.
  3. Installing new E. 79<sup>th</sup> Street signs on northeast and southwest mast arms.
  4. Removing "Left Turn Signal" signs on median mast arm poles

**1.03 UPGRADE SIGNAL SYSTEM LUMINAIRES**

- A. Item Includes:
1. Replacing existing mast arm luminaires in southwest and southeast quadrants with LED fixtures.
  2. LED fixture specifications in accordance with City standard.

**1.04 SIGNAL HEAD REPLACEMENT**

- A. Item Includes:
1. For southbound left turn only, replacing existing left turn arrow heads with u-turn heads.
  2. Signal head specifications in accordance with City standard.

**1.05 REPAINT SIGNAL MAST ARMS, POLES, AND LUMINAIRE EXTENSIONS**

- A. Item Includes:
1. Repainting signal mast arms, poles, and luminaire extensions to match South Loop painting scheme.
  2. Painting specifications in accordance with City standard.

**1.06 REMOVE ALTERNATE ROUTE INDICATIONS**

- A. Item Includes:
1. Removing and disposing of existing "Alternative Route" signs and indications from the mast arms in the northeast and southwest quadrants.

\*\*\*END OF SECTION\*\*\*



## **SECTION 02200**

### **TRAFFIC SIGNS AND DEVICES**

#### **1 SCOPE OF WORK**

The work done under this Contract shall include the furnishing of all materials, labor, tools, and equipment to modify in place traffic signal control devices and all appurtenant construction as shown in the Contract Documents. Under this Contract, the Contractor shall remove, salvage, furnish and/or install all materials and/or labor as specified. All existing signal components shall remain operational unless specified otherwise.

A. Remove Existing Crosswalk on South Leg of Intersection

1. Remove signs, pedestrian ramps, push buttons, stickers, and pavement markings related to the existing pedestrian crossing location.
2. Furnish and install R9-3 "No Pedestrian Crossing" signs on the north and south legs of the intersection.

B. Sign Changes on Mast Arms

1. Remove existing American Boulevard S. sign on southeast mast arm.
2. Furnish and install new 24th Avenue S. sign on southeast mast arm.
3. Furnish and install new E. 79th Street signs on northeast and southwest mast arms.
4. Remove and salvage "Left Turn Signal" signs on median mast arm poles

C. Upgrade Signal System Luminaires

1. Remove existing HPS mast arm luminaires and furnish and install LED luminaires in southwest and southeast quadrants.
2. LED fixture specifications shall be in accordance with City standard.

D. Signal Head Replacement

1. For southbound left turn only, remove existing left turn arrow heads and furnish and install u-turn arrow heads.
2. Signal head specifications shall be in accordance with City standard.

E. Repaint Signal Mast Arms, Poles, and Luminaire Extensions

1. Repaint signal mast arms, poles, and luminaire extensions to match South Loop painting scheme.
2. Paint specifications shall be in accordance with City standard.

F. Remove Alternate Route Indications

1. Remove and dispose of existing "Alternative Route" signs and indications from the mast arms in the northeast and southwest quadrants.

#### **2 (1802) QUALIFICATION OF WORKERS**

The provisions of Standard Specifications for Traffic Control Signal Devices Article No. 1 are modified and/or supplemented with the following:

Questions regarding certification or past certification may be directed to the Technical Certification Specialist at (651) 234-7055.

### **3 (1507) UNDERGROUND UTILITIES**

Contractor operations in the proximity of existing underground utilities shall be performed in accordance with the City of Bloomington Standard Specifications for Traffic Control Signal Devices Article No. 5. City of Bloomington is the owner and operator of the in place traffic signal system. The Contractor may be required to coordinate with the City of Bloomington to obtain Gopher State One Call tickets for utility locating.

### **4 PLACED ORDERS FOR MATERIALS**

**Within fourteen (14) days after the date of mailing to the Contractor a notice that the Contract has been approved, the Contractor shall furnish evidence in writing to the Engineer of having placed orders for the signal equipment required on the project. The contractor shall furnish a list of material and equipment suppliers and proposed delivery dates.**

### **5 HAUL SALVAGED MATERIALS**

When specified in the plans; herein, or as directed by the Engineer, the Contractor shall deliver to the City of Bloomington Western Maintenance Area, 10500 Hampshire Avenue South. The Contractor shall notify the City of Bloomington Engineering Division (952-563-4914) at least three (3) normal working days in advance of the time the Contractor intends to deliver the salvaged materials.

### **6 SUBMITTALS**

Shop drawings will be accepted and reviewed by the City. This acceptance, review and/or subsequent comments shall not be construed as approval of the shop drawings. The responsibility to supply materials that comply with the specifications and plans lies entirely with the Contractor.

In addition to those submittals required in the Bloomington Standard Specifications for Traffic Control Signal Devices, the contractor shall also supply to the Engineer the following:

£	LED Luminaire Fixture	4 copies
£	U-turn Arrow Signal Product and Warranty Information	4 copies

### **7 INPLACE TRAFFIC SIGNAL SYSTEM - REMOVALS AND SALVAGE**

This work shall consist of removing or salvaging miscellaneous structures in accordance with the provisions of MnDOT 2104 and the following:

The provisions of Standard Specifications for Traffic Signal Control Devices Article No. 12 are modified and/or supplemented with the following:

#### **Salvage Vehicle and Pedestrian Signal Heads, Faces and Housings**

Shall consist of salvaging and hauling to Bloomington all inplace vehicle and pedestrian signal heads, faces and housings, not reused as indicated in the Plan. All costs associated with the salvaging and hauling the vehicle and pedestrian signal heads, faces and housings shall be incidental to the bid price.

#### **Remove Pedestrian Push Buttons**

Shall consist of removing in place pedestrian pushbuttons as indicated in the Plans. Removed pushbuttons shall become the property of the Contractor. All costs associated with the removal, hauling and disposing and salvaging of pushbuttons shall be incidental to the bid price.

## **8 LUMINAIRE**

The provisions of Standard Specifications for Traffic Control Signal Devices Article No. 13 are modified and/or supplemented with the following:

The signal pole lighting shall be AEL Autobahn ATB2 80B LED E10 MVOLT R4 BK NL NR. The fixture color shall be Black (BK).

Luminaires shall be 140watt LED wired and installed for operation on 120 Volt AC, 60 Hz.

## **9 VEHICLE FACES, SIGNAL HEADS AND HOUSINGS (POLY-CARBONATE)**

The provisions of Standard Specifications for Traffic Control Signal Devices Article No. 15.3 and 15.4 are modified and/or supplemented with the following:

The U-turn arrow signals shall be 12" Dialight LED U-Turn Signal Modules or equivalent as approved by the Engineer.

The Contractor shall furnish and install any necessary mounting materials as needed. All costs associated with furnishing and installing vehicle signal faces, heads, housings, indications and mounting materials shall be incidental to the unit bid price for lump sum of Revise Signal System.

## **10 PAINTING**

The provisions of Standard Specifications for Traffic Signal Control Devices Article No. 22 are modified and/or supplemented with the following:

Painting of the traffic control signal system shall be in accordance with the provisions of MnDOT 2565.3T and 2478, except Items (1), (2), and (3) of MnDOT 2565.3T shall be as follows:

(1) RAL #9011 "Graphite Black" semi-gloss paint shall be applied on the traffic signal pedestal bases and mast arm pole transformer bases.

(2) RAL #9011 "Graphite Black" semi-gloss paint shall be applied on mast arm pole standard vertical pole shafts, traffic signal pedestal shafts, pedestal slipfitter collars, pedestal reinforcing collars (wind collars), all signal brackets and pipe fittings, and pedestrian push button stations.

(3) RAL #9011 "Graphite Black" semi-gloss paint shall be applied on mast arm vertical pole shafts, traffic signal mast arms, luminaire vertical poleshaft extensions, and luminaire mast arms.

The Contractor shall touch up any damaged painted surfaces to the satisfaction of the Engineer. The Contractor shall use touch up paint as supplied by the pole manufacturer. Touchup paint shall be given to the City upon completion. All costs associated with painting and touch up painting of mast arm signal poles shall be incidental to the bid price. Field painting of the traffic signals shall follow section 2565.3 of the MnDOT Standard Specification for Construction.

## **11 GENERAL TRAFFIC SIGNAL OPERATIONS**

The provisions of Standard Specifications for Traffic Signal Control Devices Article No. 24 are modified and/or supplemented with the following:

The existing traffic signal system shall remain in operation at all times during construction.

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## **12 TRAFFIC SIGNS AND DEVICES**

The provisions of Standard Specifications for Traffic Control Signal Devices Article No. 25 are modified and/or supplemented with the following:

The Contractor shall furnish and install Type C and Type D Sign Panels on traffic signal mast arms, on mast arm pole shafts and pedestal shafts as indicated in the Plan. All costs associated with the installation of Type C and Type D signs shall be incidental to the bid price.

## **SECTION 02350**

### **PROTECTION OF ENVIRONMENT**

#### **PART 1 - GENERAL**

##### **1.01 DESCRIPTION**

- A. CONTRACTOR, in executing Work, shall maintain Work areas on- and off-site free from environmental pollution that would be in violation of any federal, state or local regulations.
- B. Work includes the furnishing of the temporary erosion control as shown on the Drawings.
- C. CONTRACTOR is responsible to secure the required NPDES construction activity permit.
- D. Work includes turf restoration at the site.

##### **1.02 REFERENCES**

- A. Minnesota Department of Transportation "Standard Specifications for Construction," 2016 Edition (MnDOT Spec.)
- B. Minnesota Department of Transportation Seeding Manual, latest edition (Mn/DOT Seeding Manual)

##### **1.02 SUBMITTALS**

- A. Submit erosion control plan at preconstruction meeting or earlier.
- B. Manufacturer's certificates indicating specification conformance test results of furnished material.

##### **1.03 PLANT ESTABLISHMENT PERIOD**

- A. The Establishment Period for plants shall begin immediately after installation, with the approval of the Engineer, and continue until the date that the Engineer performs a final inspection. The establishment period for seeded areas is 1 year.

##### **1.04 STORMWATER DISCHARGE**

- A. Contractor shall obtain a Minnesota Pollution Control Agency General Construction Stormwater Permit and any other construction permits, as necessary. Contractor shall obtain other permits that may be required.
- B. CONTRACTOR shall submit application for and comply with NPDES Construction Permit as defined in Contract Documents.

1. ENGINEER will inspect construction site and CONTRACTOR shall make corrections or repairs required.
2. CONTRACTOR shall keep plan and records on-site during the contract time, available for review by MPCA.
3. CONTRACTOR shall keep log of weather and response actions as required by NPDES Construction Permit.

## PART 2 - PRODUCTS

### 2.01 EROSION CONTROL

- A. The heavy duty silt fencing shall conform to the MNDOT Standard Specification Section 3886.
- B. Inlet Protection shall be Sediment Filter Sacks or Metal Basket Type.

### 2.02 TURF RESTORATION

- A. Topsoil
  1. Imported topsoil shall meet requirements of "Standard Specification" 3877.A.
- B. Grass Seed
  1. In accordance with Standard Specifications, mixture 25-121 (Sandy General Roadside).
- C. Mulch
  1. In accordance with Standard Specification Section 3882, Type 3.
- D. Water
  1. CONTRACTOR shall be responsible for water to establish vegetation.

## PART 3 – EXECUTION

### 3.01 DISPOSAL OF EXCESS EXCAVATED WASTE AND OTHER WASTE MATERIALS

- A. Dumping of waste oil or fuel at this site will be unacceptable. Accidental fuel or oil spills will require excavation of contaminated soils and disposal at an authorized facility. CONTRACTOR shall be responsible for cleanup.

### 3.02 PROTECTION OF AIR QUALITY

- A. Minimize air pollution by requiring use of properly operating combustion emission control devices on construction vehicles and equipment used by CONTRACTORS, and encouraging shutdown of motorized equipment not actually in use.

- B. Trash burning will not be permitted on construction site.
- C. If temporary heating devices are necessary for protection of Work, they shall be of type that will not cause air pollution.

### 3.03 USE OF CHEMICALS

- A. Chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either U.S. EPA or U.S. Department of Agriculture or any other applicable regulatory agency.
- B. Use of such chemicals and disposal of residues shall be in conformance with manufacturer's instructions.

### 3.04 NOISE CONTROL

- A. Conduct operations to cause least annoyance to residents in vicinity of Work, and comply with applicable local ordinances.
- B. Equip compressors, hoists, and other apparatus with such mechanical devices as may be necessary to minimize noise and dust. Equip compressors with silencers on intake lines.
- C. Equip gasoline or oil-operated equipment with silencers or mufflers on intake and exhaust lines.
- D. Line storage bins and hoppers with material that will deaden sounds.
- E. Conduct operation of dumping rock and of carrying rock away in trucks so as to cause minimum of noise and dust.
- F. Route vehicles carrying rock, concrete, or other material over such streets as will cause least annoyance to public and do not operate on public streets between hours of 7:00 p.m. and 7:00 a.m., or on Saturdays, Sundays, or legal holidays unless approved by ENGINEER.

### 3.05 DUST CONTROL

- A. Due to close geographic location of Project to other off-site facilities, and the daily traffic load into and out of the existing landfill, take special care in providing and maintaining temporary roadways, OWNER'S existing roads, haul roads, and public roads used for construction operations in clean, dust-free conditions during construction operations.
- B. The CONTRACTOR shall provide positive methods and apply dust control water to minimize raising dust from construction operation, and provide positive means to prevent airborne dust from dispersing into the atmosphere. Chemical dust suppressant shall not be used. CONTRACTOR shall supply pumping equipment, as needed.

- C. Comply with local environmental regulations for dust control and direction of OWNER. If CONTRACTOR'S dust control measures are considered inadequate, ENGINEER will require CONTRACTOR to take additional dust control measures.

### 3.06 EROSION CONTROL

- A. The Work covered by this section consists of furnishing all labor and materials and performing all operations necessary to implement temporary erosion and sediment control procedures on the site during construction activities.
- B. Install erosion control devices according to MNDOT standard specification and maintain erosion control devices as directed by OWNER or ENGINEER where soil erosion and sediment transport from the site may occur due to CONTRACTOR'S activities.
- C. Install temporary erosion control devices prior to any site disturbance. Maintain during the progress of the work until permanent erosion control (turf establishment, aggregate surfacing, etc.) has been established.
- D. Following construction, repair any eroded areas, remove sediment as necessary, replace eroded soils, and establish turf in accordance with these Contract Documents.

### 3.07 STORMWATER CONTROL PLAN

- A. A Minnesota Pollution Control Agency (MPCA) General Construction Storm Water Permit (Permit) will be required. The CONTRACTOR is responsible for obtaining this Permit. The CONTRACTOR must sign this Permit and is responsible for meeting all requirements outlined in the Permit. The following sections give only a brief summary of the Permit requirements and the Permit should be referred to for compliance.
- B. The requirements of the Permit include a Stormwater Pollution Prevention Plan to be developed to keep sediment from entering "waters of the state" during construction and to prevent erosion and keep sediment from entering "waters of the state" after construction is completed.
- C. These Specifications and the Drawings incorporate by reference the requirements of the Stormwater Pollution Prevention Plan and must be available at the construction site. They must also be available to federal, state, and local officials for inspection for the duration of the Permit. Records of all inspections and rainfall events must also be available at the construction site. The inspection records shall include the following:
  - 1. Date and time of inspections
  - 2. Findings of inspections
  - 3. Corrective actions taken (including dates and times)
  - 4. Documentation of changes to the plans made during construction
  - 5. Date of all rainfall events
- D. The CONTRACTOR shall be responsible for conducting the required inspections and maintenance requirements. The CONTRACTOR shall



inspect the construction site according to permit requirements. All erosion and sediment control features shall be inspected and repaired if any damage has occurred or the structure is otherwise ineffective. Records of the inspections will be maintained at the site as required by the permit conditions.

- F. The OWNER and CONTRACTOR are responsible for complying with their respective portions of this Permit until construction is complete, all maintenance activities are complete, the site has undergone final stabilization, and a Notice of Termination is submitted to the MPCA.

### 3.08 TURF RESTORATION

#### A. Examination

- 1. Provide minimum 24 hour notice to ENGINEER to approve grading before seeding can begin.

#### B. Preparation

- 1. General: Conform to MnDOT Spec. 2575.3A.
- 2. Soil Preparation: Conform to MnDOT Spec. 2575.3B.
- 3. The site should be prepared by loosening the topsoil to a minimum of 4" depth. Confirm with Engineer prior to seeding. All seed shall be installed uniformly over entire site and mixed into topsoil. Erosion control blanket shall be applied to all seed areas within 24hrs after seed installation.

#### C. Sowing Seeding

- 1. Turf establishment shall occur within one (1) week of completing the grading.
- 2. Seeding Dates:
  - a. All seeding shall be performed between April 1 to June 1 and July 20 to September 20.
- 3. Conform to MN DOT Spec. 2575.3.B.2 except as modified herein:
  - a. Seed should be mechanically sown or hydraulically applied in two steps, each at a half rate, in perpendicular directions across the site. Do not broadcast seed with wind velocities greater than 15 mph.
  - b. The seeded area shall be hand-raked or dragged with an implement to the extent necessary to cover a majority of the seed with 1/8" to 1/4" of soil allowing 10–15% of the seed to show.
  - c. Immediately after seeding firm the seedbed with a roller or cultipacker to provide seed to soil contact.
  - d. Mulch to be placed within 24 hours of seeding.

#### D. Mulching

- 1. Mulch seeded areas within 24 hrs after seeding is complete.
- 2. Application rate shall be 2 tons per acre or no more than 1 inch in depth.
- 3. Mulch shall be spread uniformly in a continuous blanket. Mulch shall be started on the windward side of relatively flat area or on the

upper part of a steep slope and continued uniformly until area is covered. The mulch shall not be bunched.

4. Do not mulch during periods of excessively high winds.
5. Immediately following the spreading of the mulch, the material shall be anchored securely into the soil a minimum of 3-inches by means of a mulch anchoring machine equipped with large coulter-type discs spaced on approximate 8-inch centers. All anchoring shall be at right angles to slope. Edges of the discs shall be dull to prevent cutting of the mulching and equipment operation shall be such as to embed the mulch to the required depth. In areas where equipment cannot be used, mulch shall be secured by shallow covering of earth or by embedding with approved hand methods, including straight-bladed spade with dull edge.
6. Mulch in accordance with Section 2575 of the Standard Specifications.

#### E. Maintenance

1. Seed maintenance shall be done in conformance Year 1 Maintenance Requirements according to the MnDOT Seeding Manual.
2. Maintain seeded area by watering, mowing, and replanting as necessary to produce uniform stand of grass until work is accepted.
3. Implement erosion control measures as required to keep area free of rutted or eroded soils.

#### F. Inspection and Acceptance

1. Seed evaluation at the conclusion of the establishment period shall be based on at least one species per square foot and 90 percent of seeding per square foot is of permanent seed species within the applied mix.
2. When inspected landscape work does not comply with requirements, replace rejected Work and continue specified maintenance until re-inspected by Engineer and found to be acceptable.
3. The opinion of the Engineer shall govern in any and all disputes by the Contractor regarding the condition and disposition of unsatisfactory maintenance procedures.

#### G. Cleanup

1. Paved surface and other site areas shall be kept clean of seeding, fertilizing, and mulching materials.
2. Clean up shall occur at the end of each work day or as required by OWNER. Pavement shall be swept with a street sweeper as directed by ENGINEER throughout the project.
3. Restore existing utilities, surface features, and structures to condition equal to condition which existed prior to construction.
4. Replace to original condition or better, damaged vegetation or landscape work.
5. Complete project punch-list prepared by ENGINEER.

#### H. Maintenance of Seeded Area

1. Maintenance of seeded areas shall begin immediately following last seeding application. Continue until Work is accepted.

2. Maintain seeded area by watering, mowing, and replanting as necessary to produce uniform stand of grass until Work is accepted.
3. Rework/replace topsoil where original topsoil has eroded or washed away as directed by ENGINEER.
4. Remulch any areas where the original mulch has washed away as directed by the ENGINEER.
5. Implement erosion control measures as required to keep area free of rutted and eroded soils and protection fences and barriers as necessary.

\*\*\*END OF SECTION\*\*\*

## SECTION 02500

### DEMOLITION

#### PART 1 - GENERAL

##### 1.1 SUMMARY

###### A. Work includes:

1. Removal and disposal of identified asbestos-containing material (ACM) and other regulated material (ORM).
2. Removal and decommission of existing elevators and elevator equipment in accordance with Minn. R. 1307.0090.
3. Demolition and removal of buildings, including removal of all foundations, floors, and footings.
4. Demolition and removal of existing asphalt, granular base, curbing, and concrete.  
**Note that no grinding or crushing of concrete is allowed on-site. Milling operations to remove asphalt is allowed within noise requirements.**
5. Demolition and removal of site improvements.
6. Identify, isolate, cap, demolish, and remove existing and abandoned site utilities.

**Demolition waste material recycling goal: The Work of this contract shall provide for a goal of 50% by weight of the solid waste generated during demolition to be diverted from landfill disposal through a combination of re-use and recycling activities.**

##### 1.2 DEFINITIONS

- A. Remove: Remove and legally dispose of items, except those identified for use in recycling, re-use, and salvage programs.
- B. Environmental Pollution and Damage: The presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human or animal life; affect other species of importance to humanity; or degrade the utility of the environment for aesthetic, cultural or historical purposes.
- C. Inert Fill: A permitted facility that accepts inert waste such as asphalt and concrete exclusively for the purpose of disposal.
1. Inert Solids/Inert Waste: Non-liquid solid waste including, but not limited to, soil and concrete, that does not contain hazardous substances or soluble pollutants at concentrations in excess of water-quality standards established by a regional water board and does not contain significant quantities of decomposable solid waste.
- D. Construction Landfill: A landfill that accepts non-hazardous materials such as household, commercial, and industrial waste, resulting from construction, remodeling, repair, and demolition operations. An approved landfill must have a solid waste facilities permit from the Minnesota Pollution Control Agency (MPCA).
- E. Demolition Waste: Building materials and solid waste resulting from construction, remodeling, repair, cleanup, or demolition operations that are not hazardous. This term

includes, but is not limited to, asphalt concrete, portland cement concrete, brick, lumber, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, plastic pipe, and steel. The materials may include rock, soil, tree stumps, and other vegetative matter resulting from land clearing and landscaping.

- F. Chemical Waste: Includes petroleum products, bituminous materials, salts, acids, alkalis, herbicides, pesticides, organic chemicals and inorganic wastes.
- G. Recycling: The process of sorting, cleansing, treating and reconstituting materials for the purpose of using the altered form in the manufacture of a new product. Recycling does not include burning, incinerating or thermally destroying solid waste.
- H. Reuse: The use, in the same or similar form as it was produced, of a material which might otherwise be discarded.
- I. Solid Waste: All putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes. "Solid waste" does not include hazardous waste, radioactive waste, or medical waste as defined or regulated by State law.

### 1.3 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain property of the Port Authority of the City of Bloomington, demolished materials shall become the Contractor's property and shall be removed, recycled, or disposed from Project site in an appropriate and legal manner.

### 1.04 SUBMITTALS

- A. Submittals for Construction Document phase:

- 1. Qualification Data: For demolition firm.

- B. Submittals for Demolition phase:

- 1. Proposed dust-control measures.
  - 2. Proposed noise-control measures meeting City of Bloomington ordinances for construction. Metered noise readings established during demolition shall not exceed 85 decibels as designated on the project plans.
  - 3. Proposed plan of demolition activities, including the following:
    - a. Detailed sequence of demolition and removal work.
    - b. Dates for shutoff, capping, and continuation of utility services.
  - 4. Proposed abatement plan for the removal of identified asbestos-containing materials and other regulated materials, including the anticipated hauling and landfill subcontractors licensed to haul or receive the materials.
  - 5. Proposed waste management and recycling plan:
    - a. Review Contract Documents and site conditions and estimate total Project Construction and Demolition C&D materials to be generated, names of landfills where C&D materials will be disposed of. Indicate types and quantities of materials that are anticipated to be separated for re-use or recycling. Indicate procedures that will be implemented that effect jobsite source-

separation. Refer to plan sheets for designated storage or stockpile areas available through March 2017.

- b. Provide a plan for reuse and recycling of available materials to include:
  - Procedures to be used;
  - Materials to be re-used and recycled;
  - Estimated total quantities of materials generated in Project;
  - Names and locations of landfills, re-use and recycling facilities/sites;
  - Tonnage calculations that demonstrate that Contractor will re-use and recycle a goal of 50% by weight of C&D materials generated in the Work.
- d. Contractor's Waste Management and Recycling Plan must be approved prior to the Start of Work.
- e. Contractor's Waste Management and Recycling Plan will not otherwise relieve the Contractor of responsibility for adequate and continuing control of pollutants and other environmental protection measures.

#### 1.05 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with governing EPA notification regulations before starting demolition. Comply with hauling and disposal regulations of authorities having jurisdiction. Obtain and pay for all permits required.

#### 1.06 PROJECT CONDITIONS

- A. Buildings to be demolished will be vacated and their use discontinued before start of Work.
- B. Note that on various dates specified in Section 01020 - Project Schedule, there will be non-destructive and destructive training exercises conducted by City of Bloomington Police and Fire personnel. Training exercises will be coordinated with the Owner and Consultant and conducted in areas of the Site that have been successfully abated and cleared for occupancy.

#### PART 2 - PRODUCTS (NOT USED)

#### PART 3 - EXECUTION

##### 3.01 EXAMINATION

- A. Implement and verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of demolition and recycling required.
- C. Survey condition of the building to determine whether removing any element might result in a structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during demolition.
  - 1. Retain a licensed and qualified civil or structural engineer to provide analysis, including calculations, necessary to ensure the safe execution of the demolition work.
- D. Perform surveys as the Work progresses to detect hazards resulting from demolition activities.

### 3.02 PREPARATION

- A. As part of the project scope, the Contractor shall submit for and obtain all government agency approvals and permits required for demolition activities, including abatement of ACM and ORM identified on site.
- B. Conduct demolition operations and remove C&D materials to ensure minimum interference with roads, streets, walks, and other adjacent occupied and utilized facilities.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or utilized facilities without permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- C. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around demolition area.
  - 1. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
    - a. Maintain temporary protection to people at exterior areas of the existing building where decorative medallion removal work is being done.
  - 2. Protect existing site improvements, appurtenances, and landscaping that are designated to remain in place.
  - 3. Provide, pay for, and install specified fence screening material on the West boundary of the Site. Screening material shall be "Knitgard" polyethylene fabric by Putterman. Information regarding this fence screening material is located in Appendix C of these specifications.
- D. Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse of buildings to be demolished and adjacent buildings to remain.
  - 1. Strengthen or add new supports when required during progress of demolition.

### 3.03 EXPLOSIVES

- A. Explosives: Use of explosives will not be permitted.

### 3.04 ENVIRONMENTAL CONTROLS

- A. Comply with federal, state and local regulations pertaining to water, air, solid waste, recycling, chemical waste, sanitary waste, sediment and noise pollution.
- B. Protection of Natural Resources: Preserve the natural resources within the project boundaries or restore to an equivalent condition.
  - 1. Confine demolition activities to areas defined by public roads, easements, and work area limits indicated on the drawings.

- a. Temporary Construction: Remove indications of temporary construction facilities, such as haul roads, work areas, structures, stockpiles or waste areas.
2. Water Resources: Comply with applicable regulations concerning the direct or indirect discharge of pollutants to underground and natural surface waters.
  - a. Oily Substances: Prevent oily or other hazardous substances from entering the ground, drainage areas, or local bodies of water in such quantities as to affect normal use, aesthetics, or produce a measurable ecological impact on the area.
    - 1) Store and service construction equipment at areas designated for collection of oil wastes.
3. Dust Control, Air Pollution, and Odor Control: Prevent creation of dust, air pollution and odors.
  - a. Use temporary enclosures and other appropriate methods to limit dust and dirt rising and scattering in air to lowest practical level.
  - b. Store volatile liquids, including fuels and solvents, in closed containers.
  - c. Properly maintain equipment to reduce gaseous pollutant emissions.
4. Noise Control: Perform demolition operations to minimize noise.
  - a. Repetitive, high level impact noise will be permitted between the hours of 7:00 a.m. and 10:00 p.m., Monday through Friday, between 9:00 a.m. and 9:00 p.m. on Saturdays, and not allowed on Sundays, per City Ordinance 10.29.07. Repetitive impact noise on the property shall not exceed the code provisions established by the City of Bloomington, including a limitation of repetitive duration not to exceed 85 decibels. No variance to City ordinance will be authorized. Contractor shall routinely monitor the noise levels at the limits to the construction site and take corrective action if values exceed allowable limits.
  - b. Provide equipment, sound-deadening devices, and take noise abatement measures that are necessary to comply with the requirements of this Contract.
  - c. At least once every working day while work is being performed, measure sound levels at the property line for noise exposure due to the demolition. Provide the recorded information to the Consultant noting any problems and the alternatives before mitigating actions.
5. Salvage, Re-Use, and Recycling Procedures
  - a. Identify re-use, salvage, and recycling facilities to be used during the project.
  - b. Develop and implement procedures to re-use, salvage, and recycle demolition materials, based on the Contract Documents, the Contractor's Waste Management and Recycling Plan, estimated quantities of available materials, and availability of recycling facilities. Procedures may include on-site short-term storage of recycling or salvage debris.
  - c. Identify materials that are feasible for salvage, determine requirements for site storage, and transportation of materials to a salvage facility.
  - d. Develop and implement a program to transport loads of mixed (commingled) demolition materials that cannot be feasibly source separated to a mixed materials recycling facility.



## 6. DISPOSAL PRACTICES AND WASTE HAULING

- a. Legally transport and dispose of materials that cannot be delivered to a source-separated or mixed recycling facility to a transfer station or disposal facility that can legally accept the materials for the purpose of disposal.
- b. Use a permitted waste hauler or Contractor's trucking services and personnel. To confirm valid permitted status of waste haulers.
- c. Become familiar with the conditions for acceptance of excavation and demolition materials prior to delivering materials.
- d. Deliver to facilities that can legally accept excavation and demolition materials for purpose of re-use, recycling, composting, or disposal.
- e. Do not burn, bury or otherwise dispose of rubbish and waste materials on project site.

## 7. CONSIGNMENT

- a. Revenues or other savings obtained from recycled, re-used, or salvaged materials shall accrue to Contractor unless otherwise noted in the Contract Documents.
- b. Remove and transport C&D materials in a manner that will prevent spillage on adjacent surfaces, streets, and areas or dust being emitted into the atmosphere.
- c. Clean adjacent streets of dust, dirt, and C&D materials caused by demolition operations. At the end of each work day, return adjacent areas to condition existing before start of demolition.

### 3.05 DEMOLITION

A. Building Demolition: Demolish buildings completely and remove from the site. Use methods required to complete Work within limitations of governing regulations and as follows:

1. Locate demolition equipment throughout the building and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
2. Demolish concrete and masonry in sizes that will be suitable for acceptance at recycling or disposal facilities.
3. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
4. Break up and remove concrete slabs on grade in small sizes, suitable for acceptance at recycling or disposal facilities, unless otherwise shown to remain.
5. Remove all disconnected, abandoned utilities on site.

B. Below-Grade Construction: Demolish foundation walls and other below-grade construction, as follows:

1. Completely remove below-grade construction, including foundation walls and footings.
2. Break up and completely remove below-grade concrete slabs, in small sizes, suitable for acceptance at recycling or disposal facilities.
3. Below-Grade Areas: Completely fill below-grade areas and voids resulting from building demolition operations to grade level with approved City and MNDOT materials.

- C. Damages: Promptly repair damages to adjacent facilities caused by demolition operations.

### 3.06 HANDLING OF DEMOLISHED MATERIALS

- A. General: Promptly re-use, salvage, recycle, or dispose of demolished materials with exception to materials approved to be stored on site up to March 31, 2017.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off [Owner's] property and legally reuse, salvage, recycle, or dispose of materials.

### 1.08 DISPOSAL

- A. The Contractor is responsible for the disposal of all debris or waste.

### PART 2: PRODUCTS [NOT USED]

### PART 3: EXECUTION [NOT USED]

\*\*\*END OF SECTION\*\*\*

## SECTION 018000 ASBESTOS ABATEMENT AND DISPOSAL

### PART 1 - GENERAL

#### 1.01 STANDARD OPERATING PROCEDURES

- A. The Contractor shall be responsible for the development and implementation of the following standard operating procedures:
- B. Restrict access into the work area to only those employees or visitors previously approved to enter the area by the Owner or Consultant.
- C. Emergency exits shall be established and clearly labeled as such. They shall be secured so as to prevent access from uncontaminated areas yet permit emergency exiting. Emergency exits may include the Decontamination Chamber, Equipment/Waste Transfer Chamber, or other alternative exits approved by the Owner or Consultant. All personnel shall be trained on emergency procedures.
- D. Provide for an approved on-site superintendent (foreman) during asbestos abatement-related procedures. A site superintendent shall be present at all times while the Contractor is performing work.
- E. Practice safe work procedures in the workspace. Eating, drinking, or smoking is not permitted within the containment area(s) or near any polyethylene sheeting.
- F. Provide a smoke detection system capable of monitoring the entire containment area and sounding an alert when fire conditions are detected.
- G. Provide for personal air monitoring for determination of exposures during the work on a daily basis.
- H. Utilize safe work practices at all times to prevent accidents in and around the work area.
- I. Minimize release of asbestos fibers during all stages of the project.
- J. Be prepared to administer first aid to injured personnel at all times. Seriously injured personnel shall be treated immediately or removed without delay.

**Note:** *Extreme caution must be taken when moving injured personnel. Movement can aggravate certain types of injuries. Unless the injured person's life is threatened, medical personnel should not move them. Consult a physician if in doubt.*

- K. Maintain all barriers and engineering control systems. Perform regular examinations to identify and immediately correct any problems encountered.

- L. Provision of fire extinguishers in containment as required by 29 CFR OSHA 1926.150 (a)(1).
- M. Provision of worker training in the use of fire-fighting equipment as required by 29 CFR OSHA 1926.150 (a)(5).
- N. Asbestos removal operations meet the following requirements:
  - 1. The chief must be notified 24 hours prior to the commencement and closure of asbestos removal operations.
  - 2. Plastic film used must be flame resistant.
  - 3. Approved signs must be posted at the entrance, exits, decontamination areas and waste disposal areas for asbestos removal operations. The signs must state that asbestos is being removed from the area, that asbestos is a suspected carcinogen and that proper respiratory equipment is required. The signs must have a reflective surface and lettering must be a minimum of 2 inches high.

## **PART 2 - PRODUCTS**

### **NOT USED**

## **PART 3 - EXECUTION**

### **3.01 RESPIRATORY PROTECTION**

- A. Powered air-purifying respirators (PAPRs) equipped with HEPA filter cartridges shall be the minimum level of respiratory protection utilized during the entirety of the project. However, in the following situations the Consultant may approve the use of half-face respirators equipped with HEPA filter cartridges.
  - 1. Preparation of barriers, Decontamination Chambers, and mini-containment areas.
  - 2. Pre-cleaning of work areas.
  - 3. Transfer of equipment or bags within the Equipment/Waste Decontamination Chamber Clean Room.
  - 4. Transfer of bagged or barreled debris from the Equipment/Waste Decontamination Clean Room to the dumpster and at the landfill site during unloading.
  - 5. Approval for use of half-face respirators shall be dependent on demonstrated fiber concentrations for the type of operation involved. Low fiber concentrations do not guarantee approval, however.

- B. A fully equipped powered air-purifying respirator shall be made available at all times for Authorized Visitors' use. The respirator shall be stored in the Clean Room of the Decontamination Chamber.
- C. Should the Contractor desire use a Type C respirator (hard-line) system, application must be made to the Consultant at least one week prior to use. Type C systems must be operated in compliance with all OSHA regulations.
- D. All individuals assigned a respirator shall inspect their respirator on a daily basis in accordance with the manufacturers recommended testing procedures.

### **3.02 ASBESTOS ABATEMENT STANDARD PROCEDURES**

The following procedures, in addition to compliance with MDH AAR 4620.3566 - 3594, are to be used when the removal of twenty-five (25) linear feet or greater of pipe insulation or ten (10) square feet or greater of asbestos-containing material per room is to be conducted.

#### **A. Decontamination Chamber**

The Decontamination Chamber shall consist of three (3) distinct sections as a minimum. These include the Clean Room, Shower, and Equipment Room (dirty room). The overall size of the Decontamination Chamber is dependent on the availability of space; however, it shall be constructed so as to accompany at least four (4) to five (5) individuals at one time. The Decontamination Chamber shall be constructed of two (2) separate layers of six- (6) mil poly. Dark (black) poly shall be installed on the outside of the Decontamination Chamber. Each distinct section shall be separated from its adjacent room by an airlock door, which consists of three (3) distinct poly door flaps or two (2) sets of two (2) distinct poly door flaps with a minimum of three (3) feet of space between doorways.

##### **1. Clean Room**

- a. The Clean Room shall remain free from asbestos contamination throughout the entirety of the project. The floor surface shall remain free from any water accumulations. The Contractor shall wet-wipe all inside surfaces within the Clean Room on a daily basis or more frequently as needed.
- b. The Clean Room shall serve as a change room where workers remove all street clothing, including undergarments, and suit up in disposable full-body protective suits. Gym shorts or other articles of clothing to be worn over the disposable suits are permitted, but are required to be left inside the abatement area or Equipment Room.
- c. The Contractor shall provide all personnel, including the Owner, Consultant and all other Authorized Visitors, with clean full-body disposable protective suits allowing for an adequate number of changes and towels for drying purposes.

- d. Emergency procedures, phone numbers, and other applicable references shall be posted and be readily accessible.
- e. The Contractor shall provide for a fully charged dry chemical, multi-purpose type (Class ABC) fire extinguisher to be stored in the Clean Room.

## 2. Shower Room

- a. The Contractor shall provide a completely watertight operational shower to be used for access from the Clean Room into the Equipment Room and for showering by workers exiting the work area into the Clean Room.
- b. The shower shall have a floor drain that collects all water runoff. All water shall be directed through a water-filtering device effective for filtering particulate matter five (5) microns in size or larger. Water filters shall be treated as contaminated waste and changed on a routine basis or as needed so as to prevent water buildup in the shower basin. Filtered shower water may be discharged into a floor drain.
- c. The shower shall provide both hot and cold water, controllable from inside the shower. Absolutely no cold showering is permitted.
- d. The shower shall have separate openings for ingress and egress. Single-opening showers are not permitted. Access to the containment area must pass through the shower.
- e. The Contractor shall provide soap and shampoo in the Shower Room.
- f. The Contractor shall clean the shower area at least twice daily to prevent water or bulk asbestos buildup.

## 3. Equipment Room (Dirty Room)

- a. The Equipment Room shall be used for entering and leaving the containment or work area.
- b. The Equipment Room shall serve as storage for re-usable outerwear, gloves, boots, and other clothing and equipment.
- c. Workers shall remove and dispose of their disposable protective clothing in this room prior to entering the Shower. All suits shall be placed into a labeled, six (6) mil, asbestos waste disposal bag.
- d. The Contractor shall clean this room at least daily to prevent water build-up or accumulation of bulk asbestos.

## B. Decontamination Procedures

### 1. Entering Work Area

- a. Workers shall remove all street clothing and undergarments and change into a clean full-body disposable protective suit. A respirator, as specified herein, equipped with HEPA cartridges shall be put on and properly fitted prior to entering the Shower Room.
- b. The worker shall then proceed through the Shower Room or bypass area into Equipment Room. Any re-usable clothing, such as gloves or rubber boots, is put on at this point prior to entering work area.

### 2. Leaving Work Area

- a. The worker shall remove any visible bulk asbestos from suit in work area with HEPA vacuum or water prior to entering Equipment Room. All personnel should wipe their feet or spray off boots to minimize transfer of contamination into the Equipment Room.
- b. The worker shall remove the protective suit and dispose of it into a labeled, six (6) mil, asbestos waste disposal bag. All re-usable clothing shall be left in this room or sealed in a bag accordingly.
- c. With respirator still on, the worker shall proceed through the airlock door into the Shower Room.
- d. The worker shall wet the entire body and proceed to thoroughly rinse their respirator before removing from face. Any respirator cartridges to be re-used, where permitted, must be sealed or capped. Respirator cartridges shall be deposited into a disposable bag or left in a designated space within the Shower Room. The worker shall then thoroughly wash using soap and water before entering the Clean Room.
- e. The worker shall dry off with towels provided and change back into street clothes in the Clean Room. Used towels shall be deposited into a waste disposal bag when done. The individual's respirator shall be further cleaned and disinfected prior to drying it for storage.

## C. Equipment/Waste Transfer Chamber

The Equipment/Waste Transfer Chamber shall, as a minimum, consist of two (2) separate areas: The Dirty Room (adjacent to and directly off of the containment area) and the Clean Room. Each room shall be separated from the other by airlock doors, including ingress/egress doors between the containment area and the Dirty Room and between the Clean Room and outside area. The entire Equipment/Waste Transfer Chamber shall be constructed of two (2) separate layers of six- (6) mil poly. All personnel

working in the chamber shall wear full-body protective clothing and respirators as specified herein. The Contractor shall keep the Equipment/Waste Transfer Chamber clean and free from any waste or bulk asbestos buildup. The Clean Room must be wet-wiped at least twice daily.

The following procedures are to be used:

1. Equipment/Supplies

- a. Prior to moving any equipment or supplies from the containment area through the Dirty Room, the Contractor shall thoroughly wash or wet-wipe all surfaces to remove any visible asbestos contamination. When transferring equipment/supplies that are difficult to clean or are suspected of asbestos contamination, they shall be wrapped in one (1) layer of six (6) mil poly and have the appropriate OSHA asbestos label affixed. All equipment/ supplies are then transferred into the Clean Room where they may be temporarily stored or transferred to the outside.

2. Asbestos Waste

- a. All bagged waste shall be sprayed-off or wet-wiped prior to transfer into the Dirty Room. Once inside the Dirty Room, the bagged waste shall be placed into a second six (6) mil labeled waste bag taking precautions to minimize the amount of residual air left inside the outer bag prior to sealing it shut. The outer bag is then wet-wiped with clean water and rags prior to transfer into the clean room. All double-bagged waste is then transferred into the Clean Room.
- b. All material to be disposed of as contaminated waste that cannot be bagged shall be wrapped in a layer of six- (6) mil poly while still inside the containment area. The outer poly surface shall be sprayed with water prior to transfer into the Dirty Room. The material shall be wrapped in another layer of six- (6) mil poly and the appropriate OSHA asbestos warning label affixed. Caution shall be taken to avoid puncturing the poly with any sharp objects.

D. Engineering Controls

The requirements of the Minnesota Asbestos Abatement Rules 7005.1616 Subpart 4, Section 7, affect Section 018000-part D of the specification. Alternative work area ventilation systems may be proposed, but must be approved by the Minnesota Commissioner of Health, the Owner, and the Consultant.

1. The Contractor shall provide portable HEPA filtration systems positioned within the containment area. Each unit shall have a Magnehelic Gauge or equivalent device to measure the pressure drop across the internal HEPA filter. In addition, each unit shall be equipped with warning lights to signal abnormal operation or power loss.



2. All HEPA filtration systems shall be equipped with pre-filters for the collection of larger-sized particulate matter to prolong the operating life of the internal HEPA filter. Pre-filters shall be replaced with new ones, while the unit is still running, whenever the pressure drop across the filter becomes excessive.
3. Prior to start up, the Contractor shall inspect all gaskets and seals for any signs of damage or openings.
4. Each unit shall be serviced by a dedicated minimum 115V-20A circuits with an overload device tied into an existing building electrical panel, which has sufficient capacity to accommodate the load of all units connected to it.
5. All HEPA filtration systems shall remain in operation 24 hours per day, 7 days per week until all final clearance criteria has been met. Upon receiving approval from the Consultant, the Contractor may shut down the systems during encapsulation.
6. The Contractor shall provide for one (1) additional HEPA filtration system to be left on site as a backup unit. The Contractor's site superintendent shall document the number of hours of use for each individual unit's internal HEPA filter. The total operational time on each internal HEPA filter shall not exceed the manufacturer's specified life span for the filter.
7. The Contractor shall provide enough systems to maintain a negative pressure differential within the containment area. Negative pressure shall be demonstrated by the following:
  - a. Visual detection of negative pressure on the poly barriers or airlock doors.
  - b. Use of a negative pressure monitor hooked up to a strip chart recorder. The minimum pressure differential to be maintained in the containment area shall be a negative 0.02 inch of water (-0.02" H<sub>2</sub>O) as compared to outside the containment area. Readings shall be recorded continuously until final clearance levels have been achieved. The monitor shall be located as far away from the HEPA filtration system intakes as possible. The negative pressure monitor shall be zeroed and calibrated on a daily basis by the Contractor prior to each work-shift startup.
8. All HEPA filtration system discharge air shall be exhausted through flexible duct which shall be directed through windows to the outside of the building. Where possible, the Contractor shall install a temporary wood window [minimum thickness of 3/4-inch plywood] in place of the glass with an opening cut-to-size with respect to the flexible duct diameter. The Contractor shall seal the space between the duct and the wood window opening with duct tape or a caulking compound. The HEPA exhaust outlet shall be at least 25 feet away from all building entrances, vents or other openings.

9. If loss of power to the work area occurs, the Contractor shall immediately stop all work and proceed to seal up all openings into the work area prior to exiting the containment area. No removal work shall take place until power to the work area has been restored and all HEPA filtration systems are operating. Bagging/cleaning activities employing wet methods may take place, however.
10. The Contractor shall position the HEPA filtration systems so that airborne fiber levels are minimized throughout the work area.

#### E. Preparation of Work Area

1. Moveable items will be removed from the immediate work area by the Owner prior to initial setup of the containment area.
2. Shutdown air handling system to the work area.
3. The abatement Contractor shall pre-clean surfaces to remove visible asbestos-containing bulk materials.
4. All existing electrical wires, valve dampers, utility boxes, speakers, light panels, phone connections, etc., shall be pre-cleaned and covered with a minimum of one (1) layer of six (6) mil poly to prevent any water or encapsulation damage or contamination thereof. The Contractor shall take precautions to avoid any heat buildup and subsequent damage or potential fires.
5. All openings leading into or out of the containment area (critical barrier areas) shall be sealed with one layer of six (6) mil poly sheeting, duct tape, expanding foam sealant, or other suitable method.
6. All ventilation ductwork shall be pre-cleaned and wrapped with two (2) layers of six- (6) mil poly.
7. All containment walls shall have a minimum of two (2) layers of four (4)-mil poly sheeting.
8. All containment area floors excluding carpeted surfaces shall have a minimum of two (2) layers of six (6)-mil poly sheeting. All carpeted floors shall require three (3) layers of six (6)-mil poly sheeting. The sheeting shall extend at least twelve (12) inches up the pre-existing sidewalls to avoid contaminated water runoff. Each successive layer shall be installed underneath the wall poly. The first (undermost) layer of floor poly shall be installed and secured to the true wall surface with the first (undermost) layer of wall poly pulled over and secured to the floor poly. Next, the second layer (outer most layer) of floor poly shall be installed and secured to the wall poly. The second (outermost) layer of wall poly shall be pulled over and secured to the floor poly. Floor seams shall be staggered, so as to not have two (2) seams lying on top of each other.

9. Erect and install Decontamination Chamber, Equipment/Waste Transfer Chamber and engineering controls.

#### F. Final Preparation

1. The Contractor shall place asbestos warning signs, in accordance with OSHA requirements, along any potential access points into the work area.
2. Prior to the startup of any abatement work, the Contractor shall receive verbal approval from the Consultant. Approval shall be based on the establishment of all barriers, Decontamination Chambers, the engagement of all engineering controls, and smoke tests to determine airflow direction and the presence of leaks.

#### G. Gross Removal Procedures

1. Strip or remove designated ACM from facility components.
2. Continually wet all ACM with an amended water solution using an airless sprayer or Hudson sprayer with a fine-mist nozzle during abatement. Use a HEPA wet vacuum or any other approved means to avoid water accumulation on the floor poly.
3. Frequently mist the air in the work area with an amended water solution or removal encapsulant to minimize airborne fiber levels.
4. Bag all asbestos-containing waste as work progresses to prevent any ACM from drying or being re-disturbed.
5. Thoroughly brush or scrub all pipe and pipefitting surfaces, especially where corrosion or threaded pipe fittings exist.
6. Any water runoff occurring outside of the containment area shall be immediately contained using appropriate HEPA wet-dry vacuum or other approved methods. All water collected shall be treated as contaminated and disposed of accordingly.

#### H. Initial Clean

1. Upon completion of gross removal, the Contractor shall clean all visible bulk material and water accumulations from the floor, walls, and other surfaces.
2. The topmost layer of floor and wall poly shall be removed at this time and disposed of as asbestos waste. Caution shall be taken not to disturb the integrity of the wall and floor poly layers underneath.
3. No visible bulk ACM shall remain upon completion of the initial clean.

4. All water or debris collected shall be bagged or barreled as asbestos waste.
5. Upon completion of removal of the first layer of poly, the Contractor shall again wet-wipe or HEPA vacuum all surfaces in the containment area.

I. Encapsulation After Removal Procedures

1. Upon completion of the Initial Clean, the Contractor and Consultant shall conduct a thorough visual examination of all surfaces to determine that no visible bulk insulation or residual dust remains. Representatives of the Contractor and the Testing Laboratory shall complete a Pre-Final Inspection form, after which the following shall occur.
2. The Contractor shall apply a minimum of one (1) coat of an approved encapsulant to all surfaces within the containment area and the Decontamination Chamber's Equipment (Dirty) Room and the Equipment/ Waste Transfer Chamber's Dirty Room. The Contractor shall allow the first coat to dry thoroughly prior to applying the second coat or proceeding to the final cleaning process.
3. Application shall be based on manufacturer's recommended mixture and techniques. A suitable colored dye additive shall be used in the encapsulant mixture, which can be visually identified when dry.
4. Once the encapsulation process is completed, the Contractor shall remove the second layer of poly sheeting including poly covering wires, utility boxes, etc. All critical barriers shall be left intact. All poly removed shall be bagged or barreled as asbestos-contaminated waste.
5. The Contractor shall wet-wipe or HEPA-vacuum all surfaces where poly was removed. This includes inside the Shower and Clean Rooms. All bagged waste and equipment shall be removed from the containment area.
6. With HEPA filtration systems still in operation, the Contractor shall remove and bag existing pre-filters and replace with new ones or clean pre-filters. All surfaces of the HEPA filtration systems shall be free of any visible particulate material.

J. Final Clean

1. Upon completion of encapsulation and after a minimum sixteen (16)-hour drying period, the Contractor shall re-clean all surfaces within the containment area by means of wet-cleaning or HEPA-vacuums. The drying period may be reduced, at the discretion of the Consultant, provided all surfaces are dry with no puddles or tackiness evident.

2. All water and rags (if used) shall be frequently changed during the cleaning process.
3. All water collected inside the containment area shall be filtered prior to disposal, or disposed of as asbestos waste.
4. All debris collected shall be bagged or barreled as asbestos waste.
5. All surfaces within the containment area shall be free of any visual dust or other debris upon completion of the Final Clean. In addition, all bagged waste and equipment no longer in use, should be removed from the containment area using the procedures outlined for the Equipment/Waste Transfer Chamber.
6. The Contractor shall then inform the Testing Laboratory representative that the area is prepared for final clearance air testing, as outlined in Minnesota Asbestos Abatement Rules.

K. Disposal Activities

1. All asbestos waste must be transported directly from the project site to the disposal site. Waste from other projects may not be added to the transport container.
2. Double-bagged or barreled wastes may not be stored within the building unless approved by the Consultant and Owner. At the end of each working day, contained debris shall be hauled out to a locked dumpster or truck. The dumpster or truck shall be located in areas previously specified during the preconstruction meeting or as otherwise stated. The dumpster or truck shall be lined with a single layer of six (6) mil poly.
3. Storage of contained asbestos waste outside of the building will not be allowed unless contained in a secured dumpster to avoid potential damage due to weather or vandalism. The Contractor should coordinate the transportation of the dumpster or truck to the landfill on the same day that the dumpster or truck is loaded to avoid any overnight storage of waste outside the building.
4. All debris transported through the building to a secured dumpster/vehicle shall be double-bagged in separate six (6) mil bags or doubled-wrapped in six (6) mil poly with the appropriate asbestos OSHA label affixed.
5. All sharp objects or materials, which may puncture bags, including bags containing contaminated water, shall be contained in suitable and impermeable containers, such as fifty-five (55)-gallon fiber-pack barrels with lockable ring tops.

A barrel is re-usable providing it remains free of water and no visible debris remains after removal of the bag(s) within. All barrels containing bags with sharp objects or materials likely to puncture the bags or bags containing contaminated water shall remain sealed within the impermeable barrel and disposed of as such. Precautions shall be taken to avoid the breakage of any bags during transfer at the landfill.

6. Remove bagged debris from the vehicle at the landfill provided no visible evidence of tears, rips, or bulk debris is present. All bags with visible rips or tears shall be immediately resealed and disposed of in a barrel. All personnel disposing of the waste at the landfill shall wear full-body disposable protective suits and a half-face respirator (minimum level) equipped with HEPA cartridges.
7. The Contractor shall submit two (2) copies of the transport manifest, with all of the appropriate signatures in accordance with Local, State and Federal Regulations.

#### L. Final Cleanup of Work Area

After all final clearance criteria have been met, the Contractor shall perform the following prior to re-insulation or continuation of work:

1. All remaining critical barriers, the Decontamination Chamber and the Equipment/Waste Transfer Chamber shall be removed.
2. Poly sheeting, tape, and any other debris associated with the above shall be treated and disposed of as contaminated waste.
3. All surfaces behind critical barriers or those surfaces previously covered by the Decontamination or Equipment/Waste Transfer Chambers shall be wet-wiped or HEPA-vacuumed and be visually free of any residual dust.
4. All walls, floors, trim, doors, furniture, or other fixtures are to remain in their original condition, but if damaged during the work shall be repaired and finished to match the existing material.
5. All fixtures such as fire sensors, lights, etc. removed by the Contractor prior to the abatement activities shall be remounted at this time, if it will not hinder re-insulation activities.
6. All HEPA filtration systems' air inlet openings shall be wrapped in one (1) layer (minimum) of six (6) mil poly prior to transporting the systems away from the project site.

### **3.03 GENERAL GLOVEBAG PROCEDURES**

The following are procedures that may be used in rooms where asbestos abatement will consist of the removal of less than twenty-five (25) lineal feet of pipe lagging or ten (10) square feet of asbestos-containing material per room in accordance with MDH AAR 4620.3580. These procedures may also be used in conjunction with wrap-and-cut removal methods, in accordance with MDH AAR 4620.3582.

- A. Glovebags must be constructed of transparent six (6) mil polyethylene plastic (poly) or comparable material with thermally welded seams.
- B. Each glovebag may be used on only one section of pipe insulation. Sliding or moving the glovebag during the abatement procedure is not permitted.
- C. All air-handling equipment servicing the area where abatement is to occur must be shutdown. Controls should be locked off, or marked to prevent tampering of people unaware of the abatement.
- D. Clean the area within ten (10) feet of the glovebag operation before any disturbance of asbestos-containing material.
- E. The work area should be a restricted access area. Entrances to the work area shall be posted with appropriate warning signs.
- F. Provide a remote decontamination unit.
  - 1. Personnel working within the immediate area shall wear two (2) full-body disposable suits and a PAPR equipped with HEPA cartridge(s) while in the glovebag area. Only one (1) suit shall be required if a decontamination unit is directly connected and accessible from the glovebag area.
  - 2. Before a worker leaves the asbestos work area, that worker must use a HEPA vacuum to remove potential contamination from the outer layer of protective clothing before proceeding to the remote decontamination unit.
- G. Construct critical barriers over doors, air vents, and any other openings using six (6) mil poly and duct tape. The purpose of this is to prevent the unrestricted spread of asbestos contamination should a fiber release occur. Critical barriers shall be used in both occupied and unoccupied areas.
- H. Place a drop cloth of six-(6) mil poly on the floor under the work site. It should extend ten (10) feet away from the work site.
- I. If the glove bag is to be used on one portion of a continuous section of damaged thermal system insulation, the entire damaged section shall be sealed in two (2) layers of six- (6) mil poly prior to the glovebag operation.
- J. Use glovebags according to the manufacturer's directions.

1. Insert hand tools into tool pouch.
2. Using duct tape, seal the upper flaps of the glovebag over the pipe or pipe fitting insulation. The seal must be airtight. Plan ahead so that the glovebag can be removed without damaging the remaining asbestos-containing material.
3. Smoke test the glovebag to detect any breach in the seal. Repair any leaks and retest before commencing asbestos removal.
4. Insert airless sprayer nozzle inside port of glovebag and thoroughly wet the area to be removed with an encapsulant or wetting solution.
5. Insert the HEPA filtered vacuum hose into the side port and seal around it with tape. OSHA regulations require that glovebag operations must be conducted under negative air pressure. Use the vacuum as necessary to maintain a lower air pressure inside the bag than ambient pressure. (As an alternative, the entire area inside the critical barriers may be kept under negative pressure.)
6. Insert arms into arm sleeves and gloves. Remove asbestos utilizing utility knife or other means. If asbestos-containing insulation is to remain on the pipe, cut the exposed edge to a smooth surface. If fitting insulation is being removed from a pipe that is insulated with fiberglass lagging, be sure to cut away enough of the fiberglass insulation to remove any asbestos contamination present.
7. Scrub, brush, or wet-wipe pipefitting surface to remove any residue. Pay special attention to threaded surfaces or surfaces where corrosion exists.
8. Using sprayer, wash debris on pipefitting and sides of the bag to the bottom of bag. Wet-wipe if necessary. Also, clean gloves and arm sleeves. Encapsulate any exposed edges of ACM that will remain following removal.
9. The Contractor and Consultant shall perform a visual inspection of the abated surface to verify the absence of ACM on the surface.
10. Invert one arm sleeve, turning it inside out. Insert cleaned hand tools into arm sleeve. Tape around the arm sleeve, pinching the sleeve closed above the tools. Cut the glove off, cutting through the midpoint of the taped seal. Save the sealed glove to be inserted into the next glovebag used.
11. Evacuate all remaining air from the glovebag, using the HEPA-vacuum.
12. Squeeze bag tightly, near the top. Twist bag several times and tape around the twisted area. All removed ACM should be below the sealed point.
13. Remove the vacuum hose from the bag. Seal the side port with tape.



14. Place a six (6) mil asbestos disposal bag around the glovebag. Cut the glovebag down by cutting through the midpoint of the taped area, and place it inside the disposal bag. Seal the disposal bag.
- K. Air sampling shall be conducted in accordance with Minnesota Asbestos Abatement Rules.
  - L. Any exposed ACM remaining must be sealed using a palm grade mastic. The resulting surface should be air tight, resilient, and impact resistant.
  - M. A final visual examination of the abated area must be performed by the Consultant. The work is not complete unless no visible asbestos-containing residue remains. Encapsulated areas must have an airtight seal.
  - N. Prior to exiting the glovebag area, the worker shall remove the outer disposable suit and wet-wipe their face, hands and respirator. The worker, with the innermost suit and respirator still on, shall proceed to the remote Decontamination Chamber.
  - O. The drop cloth and disposable suits shall be treated as contaminated waste and disposed of as such.
  - P. Disposal of asbestos waste shall be conducted in accordance with Local, State and Federal Regulations.

### **3.04 REMOVAL OF ENTIRE FACILITY COMPONENTS WITH INTACT ASBESTOS-CONTAINING MATERIAL**

Procedures of this section may be used when removing asbestos-containing material from a facility via "wrap-and-cut" or other similar methods, whereby asbestos-containing material is removed in sections and disposed of intact as asbestos-containing waste. All work of this type is subject to the provisions of this section, and MDH AAR 4620.3582.

- A. All air handling equipment servicing the area where abatement is to occur must be shutdown. Controls should be locked off, or marked to prevent tampering of people unaware of the abatement.
- B. Clean the area within ten (10) feet of the work area before any disturbance of asbestos-containing material.
- C. The work area should be a restricted access area. Entrances to the work area shall be posted with appropriate warning signs.
- D. Provide a remote decontamination unit.
  - 1. Personnel working within the immediate area shall wear two (2) full-body

disposable suits and a half-face respirator equipped with HEPA cartridge(s). Only one (1) suit shall be required if a decontamination unit is directly connected and accessible from the work area.

2. Before a worker leaves the asbestos work area, that worker must use a HEPA vacuum to remove potential contamination from the outer layer of protective clothing before proceeding to the remote decontamination unit.
- E. Place a drop cloth of six (6) mil poly on the floor under the work site. It should extend ten (10) feet away from the work site.
  - F. Wet the ACM with amended water. Do not break the covering to wet the ACM. Maintain the ACM in a wet condition until final disposal.
  - G. Wrap the component with two (2) layers of six (6) mil poly and provide an airtight seal with tape.
  - H. Attach glovebags to the poly wrap (if necessary). Remove sufficient ACM, using glovebag methods, if necessary to accomplish the cutting of the component into manageable sections without disturbance of ACM.
  - I. Cover the encapsulated ends of the ACM with six (6) mil poly and provide an airtight seal with tape.
  - J. Cut into sections at glovebag points, lowering the section to the ground (do not drop).
  - K. Air sampling shall be conducted in accordance with Minnesota Asbestos Abatement Rules.
  - L. Any exposed ACM remaining must be sealed using palm grade mastic. The resulting surface should be air tight, resilient, and impact resistant.
  - M. A final visual examination of the abated area must be performed by the Consultant. The work is not complete unless no visible asbestos-containing residue remains.
  - N. Prior to exiting the glovebag area, the worker shall remove the outer suit and wet-wipe their face, hands and respirator. The worker, with the innermost suit and respirator still on, shall proceed to the remote Decontamination Chamber.
  - O. The drop cloth and disposable suits shall be treated as contaminated waste and disposed of as such.
  - P. Label sections properly for transport and disposal. Disposal of asbestos waste shall be conducted in accordance with Local, State and Federal Regulations.

**End of Section 018000**

## **Section 018100**

### **REGULATED MATERIAL REMOVAL AND DISPOSAL**

#### **PART 1 - GENERAL**

##### **1.01 SCOPE OF WORK**

A. Work under this section includes the handling of regulated waste materials including but not limited to: HVAC units, smoke detectors, rooftop HVAC units, electrical panels, fuse boxes, exit signs, door closures, thermostats, water heaters, gas meters, emergency battery back-up lights, mercury containing devices, stored paints, solvents, cleansers, appliances, fire extinguishers, miscellaneous maintenance supplies, general trash, etc.

B. Contractor shall make every effort to minimize the amount of hazardous waste generated from construction activities. The Owner reserves the right to require substitution of products that generate toxic waste, (e.g., paint strippers, degreasers, etc.) with products of lesser toxicity.

C. Contractor shall properly contain and label such waste as it is generated. Contractor shall notify the Project Manager at least one week in advance to request waste containers and/or labels if necessary. Contractor shall not begin generating hazardous waste until proper waste containers and labels are on site. Contractor shall store waste containers in a secure location on the job site with lids closed. Contractor shall notify the Project Manager to request pickup of hazardous wastes.

##### **1.02 APPLICABLE PUBLICATIONS**

A. The publications listed below form a part of this section to the extent referenced. The publications are referred to in this text by basic designation only.

TITLE 29, CODE OF FEDERAL REGULATIONS, U.S. DEPARTMENT OF LABOR,  
OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS.

Part 1910.20	Access to Employee Exposure and Medical Records
Part 1910.134	Respiratory Protection
Part 1920.1200	Hazard Communication
Part 1926.62	Lead Exposure in Construction

TITLE 40, CODE OF FEDERAL REGULATIONS, U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) STANDARDS.

Part 261, 262, 263, 264, 268, 273, 761

ALL APPLICABLE STATE REGULATIONS

**1.03 PERMITS AND NOTIFICATIONS**

A. The CONTRACTOR shall be responsible to obtain all necessary permits and certifications of personnel in conjunction with lead-based paint removal/stabilization. Permits required for hauling, and disposition of regulated materials and provide timely notification of such actions as may be required by Federal, State, Regional, and local authorities. Fees and/or charges for these permits shall be included in the CONTRACTOR's bid price. The CONTRACTOR shall submit copies of the required permits, notifications, and certifications to the Contracting Officer as indicated in this specification.

**1.04 SUBMITTALS**

A. CONTRACTOR shall submit the following:

1. For Approval

- a. Proof of employee training and medical examinations.
- b. Waste disposal — Description of planned waste disposal or recycling including written criteria for landfill, disposal, or recycling firm acceptance.

2. For Information

- a. OSHA compliance sample results. Copies of waste shipment records and manifests as proof of disposal or recycling. Note: if TCLP analysis is part of the waste disposal criteria, submit TCLP report information with waste shipment record. A copy of the waste shipment record shall be provided to the Contracting Officer before the wastes are removed from the site. Additionally, a copy of the waste shipment records or manifests, signed by the landfill operator/disposal agency or recycling agency shall be submitted to the owner within 25 days of removal of the wastes from the project site.

3. Proof of Disposal/Recycling

- a. The CONTRACTOR shall determine a course of disposal or recycling based on RCRA regulations for disposal of lead and hazardous wastes generated by his/her removal process and Minnesota regulatory requirements. Within 35 days of removal of waste from the site, the CONTRACTOR shall submit a waste shipment record (WSR) to the Project Designer/Manager as proof of disposal or recycling attesting that the waste has been disposed of or recycled in accordance with regulatory requirements. The WSR document shall include as a minimum the following:

- b. The name and location of the disposal or recycling site(s).
  - i. Proof of regulatory approval.
  - ii. The name, address, and telephone number of the waste generator.
  - iii. The name, address, and telephone number of the transporter(s). The quantities of regulated wastes disposed of.
  - iv. The date of the receipt.

## **PART 2 - PRODUCTS**

### **NOT USED**

## **PART 3 - EXECUTION**

### **1.02 HAZARDOUS WASTE**

- A. Contractor shall make every effort to minimize the amount of hazardous waste generated from construction activities. The Owner reserves the right to require substitution of products that generate toxic waste, (e.g., paint strippers, degreasers, etc.) with products of lesser toxicity.
- B. Contractor shall properly contain and label such waste as it is generated. Contractor shall notify the Project Manager at least one week in advance to request waste containers and/or labels if necessary. Contractor shall not begin generating hazardous waste until proper waste containers and labels are on site. Contractor shall store waste containers in a secure location on the job site with lids closed. Contractor shall notify the Project Manager to request pickup of hazardous wastes.

### **1.02 UNIVERSAL WASTE RECYCLING**

- A. Contractor shall comply with state and federal regulations pertaining to universal waste. Unless otherwise specified, Contractor shall carefully remove regulated devices and building components scheduled for demolition intact and segregate them from other construction debris. Contractor shall arrange for packaging, labeling, pickup, transport, and recycling of all universal wastes identified in this subsection and shall submit receipt(s) that document compliance with this provision. Contractor shall only use recycling vendors that have been pre-approved.
- B. Light Tubes, Bulbs and Lamps: Fluorescent light tubes and bulbs, high intensity discharge (H.I.D.), metal halide, sodium and neon bulbs contain mercury vapor. Such lamps scheduled for demolition shall be removed from their fixtures unbroken and recycled through an approved vendor.

C. Mercury-Containing Devices: Thermostats, fire alarm pull stations, switches, thermometers, pressure and vacuum gauges may contain mercury. All mercury-containing devices scheduled for demolition shall be removed intact, segregated from other construction debris and recycled through an approved vendor.

D. Batteries: Batteries may contain lead, mercury, lithium, cadmium and other toxic metals. Contractor shall remove batteries from devices scheduled for demolition including, but not limited to, emergency lighting and alarms, communication systems, security systems, etc. Batteries shall be removed intact, segregated from other construction debris and recycled through an approved vendor.

E. Electronic Devices (E-Waste): Electronic devices and components including, but not limited to, televisions and computer monitors, computers, printers, VCRs, CD and DVD players, telephones, radios, microwave ovens, communication, security, fire protection, lighting and mechanical system components may contain heavy metals such as lead, mercury, chromium and cadmium. Electronic devices and components scheduled for demolition shall be removed intact and recycled through an approved vendor.

#### **1.04 POLYCHLORINATED BIPHENYLS (PCBs)**

A. Fluorescent Light Ballasts: All fluorescent light fixture ballasts manufactured prior to 1978 are assumed to contain PCBs and shall be disposed of as hazardous waste in accordance in Section 13280(A)(2). With the exception of electronic ballasts, all ballasts manufactured after January 1, 1978 and specifically labeled "No PCBs" may be disposed of as non-hazardous construction debris. All ballasts that do not contain a "No PCBs" label shall be removed from light fixtures, segregated from other construction debris and disposed of as hazardous waste.

B. Insulating Oils: Insulating oils associated with high voltage equipment may contain PCBs. Equipment containing PCB insulating oils shall be decontaminated prior to demolition. Extraction of PCB-containing oils and decontamination of equipment shall be performed in accordance with OSHA worker protection requirements. Recovered oil containing PCB shall be disposed of as hazardous waste.

#### **1.05 MECHANICAL SYSTEM FLUIDS**

A. All fluids associated with mechanical systems and equipment scheduled for demolition or retrofit shall be removed and recycled or disposed as hazardous waste. Contractor shall arrange for recycling of petroleum containing fluids such as hydraulic fluids, lubricating oils, and non-PCB-containing insulating oils.

B. Refrigerants shall be removed from equipment and managed by a certified refrigerant technician pursuant to 40 CFR 82.161 (Type I for small appliances, Type II for high-pressure equipment). Venting of refrigerant to the atmosphere is not allowed. All

refrigerant removed must be reclaimed, recovered, or recycled in accordance with 40 CFR 82.150-166 and Appendices.

#### **1.06 MISCELLANEOUS HAZARDOUS MATERIALS**

A. If Contractor encounters potentially hazardous materials or waste on the project site not previously addressed under this section such as abandoned paint containers, pesticides, compressed gas cylinders, etc., or if Contractor encounters any unusual odors or colors (staining) during construction activities, Contractor shall report such conditions to the Project Manager.

**END OF SECTION 18100**